



CITY COUNCIL MEETING

November 17, 2015 – Agenda

Mt. Si Senior Center, 411 Main Ave. S., North Bend, Washington

7:00 P.M. – CALL TO ORDER, ROLL CALL, FLAG SALUTE

CONSENT AGENDA:

		Pg.#
1) Minutes	Council Meeting of October 20, 2015, Council Workstudy of October 27, 2015 & Council Meeting of November 3, 2015	1
2) Payroll	November 5, 2015 – 27377 through 27384, in the amount of \$145,316.29	
3) Checks	November 17, 2015 – 61856 through 61921, in the amount of \$824,299.58	
4) AB15-115	Resolution – Authorizing Cancellation of Outdated Checks	Ms. Wright 11
5) AB15-116	Resolution – Awarding Cedar Falls Walkway Project to Fury Site Works	Mr. Rigos 15
6) AB15-117	Motion – Authorizing Work Order with G&O for Cedar Falls Walkway Construction Administration	Mr. Rigos 23
7) AB15-118	Motion – Authorizing Amendment to SHD Contract for Torguson Park	Mr. Rigos 33
8) AB15-119	Ordinance – Amending NBMC 5.04 RE B&O Tax Code	Ms. Masko 37

CITIZEN'S COMMENTS: (Please restrict comments to 3 minutes)

COMMISSION AND COMMITTEE REPORTS:

Planning Commission	Community & Economic Development – Councilmember Kolodejchuk
Parks Commission	Finance & Administration – Councilmember Cook
Economic Development Commission	Public Health & Safety – Councilmember Gothelf
	Transportation & Public Works – Councilmember Loudanback
	Mayor Pro Tem – Councilmember Williamson
	Eastside Fire & Rescue Board – Councilmember Gothelf or Williamson

INTRODUCTIONS:

9) AB15-120	Public Hearing Cont., Ordinance – Setting 2016 Property Tax Levy	Ms. Masko 47
10) AB15-121	Public Hearing Only, Ordinance – 2015-16 Mid-Biennium Budget Modification	Ms. Masko 55
11) AB15-122	Motion – Authorizing ILA with Si View MPD for Torguson Park	Ms. Lindell 59
12) AB15-123	Resolution – Authorizing Future 2015 Comp Plan Amendment RE Economic Development Element	Ms. Estep 89

MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES: (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

ADJOURNMENT:

DRAFT

NORTH BEND CITY COUNCIL MINUTES

October 20, 2015

Senior Center, 411 Main Ave. S., North Bend, Washington

CALL TO ORDER, ROLL CALL:

Mayor Hearing called the regular meeting to order at 7:00 p.m.

Boy Scout Troop 700 led the flag salute.

Councilmembers Present: Cook, Gothelf, Kolodejchuk, Loudenback, Pettersen, Rosen and Williamson.

Councilmember Cook requested AB15-109 – Resolution Authorizing DEA for River Glen Plat be pulled from the consent agenda and placed on the main agenda for discussion.

CONSENT AGENDA:

Minutes – Special Council Meeting and Regular Council Workstudy of September 22, 2015

Payroll – **October 5, 2015 – 27345** through **27352**, in the amount of **\$142,049.54**

Checks – **October 20, 2015 – 61731** through **61806**, in the amount of **\$190,332.51**

AB15-106 – Motion Authorizing Jail Contract with SCORE

AB15-107 – Ordinance 1564 Amending 2015-2016 Budget Ordinance 1545

AB15-108 – Resolution 1698 Authorizing DEA for Maloney Grove 13 Lot Plat

AB15-110 – Resolution 1699 Granting Final Plat Approval for Si View Estates Div. 2

Councilmember Rosen **MOVED**, seconded by Councilmember Gothelf to approve the consent agenda as amended. The motion **PASSED** 7-0.

CITIZEN'S COMMENTS:

Dave Olson, 440 Main Ave. S, reported on the Night on the Dark Trail fundraising event which benefitted the Snoqualmie Valley Food Bank and upcoming Kiwanis Giving Tree and Salvation Army bell ringing campaigns.

Trissa Dexheimer, 229 NE 8th Street, provided an update on the Snoqualmie Valley Winter Shelter for the homeless and requested Council consider their grant funding request for 2016.

COMMISSION AND COMMITTEE REPORTS:

Planning Commission

No report – The next meeting is scheduled for October 22, 2015.

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Parks Commission

A report of the September 23rd meeting was provided.

Economic Development Commission

No report.

Community & Economic Development Committee – Councilmember Kolodejchuk, Chair

A report of the September 9th meeting was provided.

Finance & Administration Committee – Councilmember Cook, Chair

A report of the October 20th meeting was provided.

Public Health & Safety Committee – Councilmember Gothelf, Chair

A report of the October 13th meeting was provided.

Transportation & Public Works Committee – Councilmember Loudenback, Chair

A report of the October 14th meeting was provided.

Council Workstudy – Mayor Pro Tem Williamson

A report of the September 22nd Workstudy was provided.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf

A report of the October 8th meeting was provided.

INTRODUCTIONS:

AB15-111 – Public Hearing, Ordinance 1565 Amending Taxes, Rates & Fees **Audio: 15:03**
Schedule RE School Impact Fees.

Senior Planner Burrell provided the staff report. Snoqualmie Valley School District Assistant Superintendent Ryan Stokes discussed the impact the recent bond measure had on the School District's 2015 Capital Facilities Plan.

Mayor Hearing opened the Public Hearing on an Ordinance Adopting School Impact Fees at 7:20 p.m. There was no public comment and Mayor Hearing closed the Public Hearing at 7:20 p.m.

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Pettersen to approve AB15-111, an ordinance amending the Taxes, Rates, & Fees Schedule Relating to School Impact Fees, as a first and final reading. The motion **PASSED** 4-2 (Kolodejchuk, Rosen) (Councilmember Williamson abstained).

DRAFT

**AB15-112 – Resolution 1700 Authorizing Future 2015 Comp Plan
Amendments RE Capital Facilities Element**

Audio: 27:02

Senior Planner McCarty provided the staff report.

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Pettersen to approve AB15-112, a resolution authorizing adoption of proposed amendments to the 2015 Comprehensive Plan pertaining to the Capital Facilities Element. The motion **PASSED** 7-0.

**AB15-113 – Motion Authorizing Capacity Analysis RE Zoning Map
for 2015 Comp Plan Update**

Audio: 31:40

Community & Economic Development Director Estep provided the staff report.

Councilmember Kolodejchuk **MOVED**, seconded by Councilmember Loudenback to approve AB15-113, providing staff direction to conduct a capacity analysis based on proposed Zoning Map dated October 7, 2015 (Exhibit 2) and the additional direction provided by Council during tonight's meeting on the above Outstanding Issues.

Councilmember Rosen **MOVED**, seconded by Councilmember Gothelf to add a change to the parcels (referenced in Exhibit 4 of the Council Packet) on Orchard Drive to High Density Residential and leave the parcels on North Bend Way near Thrasher Avenue as Low Density Residential. The motion **PASSED** 7-0.

The main motion then **PASSED AS AMENDED** 7-0.

AB15-109 – Resolution 1701 Authorizing DEA for River Glen Plat

Audio: 1:04:53

No Staff Report.

Councilmember Cook **MOVED**, seconded by Councilmember Williamson to delay AB15-109 – Resolution Authorizing DEA for River Glen Plat for thirty days or as advised for final passage. (No action was taken on the motion)

City Administrator Lindell requested an Executive Session.

EXECUTIVE SESSION:

Mayor Hearing recessed the regular meeting for an Executive Session at 8:06 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). The Executive Session was expected to last 15 minutes and videotaping of the meeting ceased.

Mayor Hearing called the meeting back to order at 8:14 p.m.

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Councilmember Loudenback **MOVED**, seconded by Councilmember Rosen to approve AB15-109, a resolution authorizing a Developer Extension Agreement with Pulte Homes for the River Glen Plat. The motion **PASSED** 6-1 (Cook).

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Pettersen encouraged everyone to vote in the upcoming election.

Councilmember Kolodejchuk announced it was National School Bus Safety Awareness Week and encouraged all to practice safety when school busses were present.

Councilmember Loudenback wished everyone a safe Halloween and requested those that would be trick-or-treating to exercise caution as they traveled throughout the neighborhoods.

Councilmember Gothelf requested those that plan to visit various neighborhoods during Halloween to please park their cars and walk instead of following their children by car.

City Administrator Lindell reported the upcoming topics at the October 27th Council Workstudy would include discussion on the 2015-2016 Biennial Budget Modification and a possible survey on the civic center by EMC Research.

Mayor Hearing spoke regarding the following items:

- Mt Si High School Football Booster Club Homecoming Decorations at VIC
- North Bend 12's Day – November 14th 10 a.m. – 3 p.m.
- December 1st Council Meeting Cancellation
- Special Council Meeting – December 8th at 7 p.m.

ADJOURNMENT:

Councilmember Rosen **MOVED** to adjourn, seconded by Councilmember Gothelf. The motion **PASSED** 7-0.

The meeting adjourned at 8:21 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Kym Smith, Records Coordinator

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CITY OF NORTH BEND

CITY COUNCIL

WORKSTUDY NOTES

October 27, 2015 – 7:00 p.m.

City Hall Conference Room, 211 Main Ave. N., North Bend, WA

Mayor Pro Tem Williamson called the meeting to order at 7:00 p.m.

Councilmembers David Cook, Alan Gothelf, Ryan Kolodejchuk, Ross Loudanback, Jeanne Pettersen, Jonathan Rosen and Dee Williamson were present.

Staff Present: Mayor Ken Hearing, City Administrator Londi Lindell, Assistant City Administrator/Finance Director Dawn Masko, City Engineer Don DeBerg, Community & Economic Development Director Gina Estep and City Clerk Susie Oppedal.

Special Guest: Ian Stewart, EMC Research

Survey on Civic Center

City Administrator Lindell reported receiving requests for a possible citizen survey to obtain community input on the issues of downtown revitalization and a new civic center/city hall. She introduced Ian Stewart from EMC Research who had conducted a citizen survey on police services for the City in 2012.

Mr. Stewart explained the biggest challenge regarding the survey would be reaching enough people by telephone in a city the size of North Bend to ensure the random survey was statistically accurate. However, he noted his company was used to working with jurisdictions of a similar population size and highlighted the previous survey they had successfully conducted for the City in 2012.

After discussion, Council consensus was to proceed forward with the survey. They expressed a desire to have the survey conducted prior to the Council Retreat in late January, 2016.

Decision Cards

Council and staff reviewed new initiatives and decision cards for the upcoming 2015-16 Biennial Budget Modification. After discussion, Council consensus was to fund the following decision cards:

Decision Card #	Project Title	2016 Card Total
2016-02	Downtown Foundation for VIC	\$24,520
2016-04	Trail & Bridge – Meadowbrook Farm	\$75,000
2016-05	Sports Court Maintenance	\$30,000
2016-06	Public Works 4 WD Truck	\$35,000

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2016-08	Capital Projects Engineer (Contract)	\$123,000
2016-09	Gateway Streetscape Preliminary Design	\$48,000
2016-10	Gateway Signage & Landscaping	\$18,000
2016-12	Park Street Pedestrian Improvements	\$20,000
2016-13	Community Oriented Policing	\$5,000
2016-14	Rape Aggression Defense (RAD) Classes	\$5,000

The following decision cards were not funded for 2016:

Decision Card #	Project Title	2016 Card Total
2016-03	Increase Accounting Assistant to Full Time	\$32,000
2016-11	Downtown Street, Parking & Visual Plan	\$45,000

Human Services/Community Organizations Grant Funding

Mayor Hearing reviewed Decision Card 2016-01 which outlined the grant funding requests submitted by various local organizations for the 2016 Biennial Budget Modification. Council reviewed the requests received and recommended 2016 Human/Community Services funding as follows:

Boxley Music Fund	\$2,000
Eastside Baby Corner	\$500
Encompass	\$10,000
Friends of the Trail	\$6,000
Indoor Playground Program	\$1,000
King County Search & Rescue	\$1,000
Meadowbrook Farm	\$10,000
Mt Si Senior Center	\$25,000
Snoqualmie Valley Community Network	\$2,000
Snoqualmie Valley Food Bank	\$15,000
Snoqualmie Valley Historical Museum	\$3,000
VIC/Downtown Association	\$10,000

Adjournment

The workstudy closed at 8:53 p.m.

ATTEST:

Dee Williamson, Mayor Pro Tem

Susie Oppedal, City Clerk

DRAFT

NORTH BEND CITY COUNCIL MINUTES

November 3, 2015

Senior Center, 411 Main Ave. S., North Bend, Washington

CALL TO ORDER, ROLL CALL:

Mayor Hearing called the regular meeting to order at 7:00 p.m.

Councilmembers Present: Gothelf, Kolodejchuk, Loudenback, Pettersen, Rosen and Williamson. Councilmember Cook was excused.

Mayor Hearing recessed the meeting at 7:02 p.m. for a special meeting of the North Bend Transportation Benefit District Board.

Mayor Hearing called the meeting back to order at 7:04 p.m.

Mayor Hearing announced the Public Hearing regarding the Ordinance Adopting Public Works Standards was cancelled.

CONSENT AGENDA:

Minutes – Council Workstudy of August 25, 2015, Special Council Workstudy of September 15, 2015 & Regular Council Meeting of October 6, 2015

Payroll – October 20, 2015 – 27353 through 27376, in the amount of \$180,068.22

Checks – November 3, 2015 – 61807 through 61855, in the amount of \$324,078.81

Councilmember Gothelf **MOVED**, seconded by Councilmember Rosen to approve the consent agenda as presented. The motion **PASSED** 6-0.

CITIZEN'S COMMENTS:

Dave Olson, 440 Main Ave. S, reported on the following events: Kiwanis Giving Tree Program and Santa Luncheon, American Cancer Society Bark for Life Relay, Night on the Dark Trail and the Snoqualmie Valley Winter Shelter.

Jennifer Kirk, 7117 Silent Creek Ave. SE, Snoqualmie, reported the Snoqualmie Valley Winter Shelter season would begin on November 24th at Mt Si Lutheran Church in North Bend. She commented area residents were notified of the November 6th and 8th public meetings scheduled at the North Bend Library regarding the winter shelter and noted other winter shelter locations included Snoqualmie United Methodist Church and Valley Christian Assembly. Ms. Kirk reviewed services and statistics related to the shelter and extended an invitation to City officials to attend the upcoming public meetings or to visit the shelter after it opens.

DRAFT

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

Proclamation – Flood Awareness Month

Mayor Hearing read a proclamation declaring November 2015 as Flood Awareness Month.

INTRODUCTIONS:

AB15-114 – Public Hearing, Ordinance Setting 2016 Property Tax Levy **Audio: 14:58**

Assistant City Administrator/Finance Director Masko provided the staff report.

Mayor Hearing opened the Public Hearing on an ordinance setting 2016 Property Tax Levy at 7:28 p.m. There was no public comment and Mayor Hearing closed the Public Hearing at 7:28 p.m.

Councilmember Gothelf **MOVED**, seconded by Councilmember Williamson to continue the Public Hearing on the Ordinance Setting the 2016 Property Tax Levy until the November 17, 2015 City Council meeting. The motion **PASSED** 6-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Pettersen thanked all the candidates that ran in the recent election and noted how fortunate the community was to have so many individuals interested in serving their City.

Councilmember Loudonback commented on the recent Halloween activities and echoed Councilmember Pettersen's comments regarding the election.

Councilmember Rosen and Gothelf echoed Councilmember Pettersen's comments regarding the election.

Councilmember Gothelf encouraged citizens to stay active in the community and continue to provide input to the City and its elected officials. He noted the Bark for Life event would be held on Saturday, November 7th at Snoqualmie Elementary School from Noon to 2 p.m.

Councilmember Williamson reported the City would be holding a North Bend 12's Day/Seahawks Tailgate Party in Downtown North Bend on Saturday, November 14th from 10 a.m. to 3 p.m.

City Administrator Lindell thanked Public Works Director Rigos and his crew for their efforts during last weekend's minor flood event and noted construction on the EJ Roberts Park Improvement Project should begin with the next two weeks.

DRAFT

Mayor Hearing spoke regarding the following items:

- Senior Safety Seminar Series – Frauds & Scams – November 12th at Noon
- North Bend 12's Day – November 14th 10 a.m. – 3 p.m.
- Distinguished Budget Award for City's 2015-2016 Budget

EXECUTIVE SESSION:

Mayor Hearing recessed the regular meeting for an Executive Session at 7:41 p.m. to discuss a collective bargaining agreement pursuant to RCW 42.30.140(4) and performance of a public employee pursuant to RCW 42.30.110(1)(g). No action was anticipated as a result of the Executive Session, which was expected to last twenty minutes and videotaping of the meeting ceased.

The regular meeting was reconvened at 8:00 p.m.

ADJOURNMENT:

Councilmember Gothelf **MOVED** to adjourn, seconded by Councilmember Rosen. The motion **PASSED** 6-0.

The meeting adjourned at 8:00 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: November 17, 2015		AB15-115																													
A Resolution Authorizing the Cancellation of Municipal Checks Not Presented Within One Year of Issue		Department/Committee/Individual																															
		Mayor Ken Hearing																															
		City Administrator – Londi Lindell																															
		City Attorney - Mike Kenyon																															
		City Clerk – Susie Oppedal																															
		Community & Economic Development – Gina Estep																															
		Finance – Dawn Masko				X																											
		Public Works – Mark Rigos																															
Cost Impact: \$423.85																																	
Fund Source: N/A																																	
Timeline: Immediate																																	
Attachments: Resolution																																	
<p>SUMMARY STATEMENT:</p> <p>In accordance with RCW 39.56.040, all Washington Cities are required to cancel, by passage of a resolution of the governing body, checks not redeemed within one year of issuance. Staff requests the City Council approve the following resolution which will cancel the City's outstanding checks which are more than one year old. Upon cancellation of these checks, \$423.85 will be sent to the Department of Revenue Unclaimed Properties. The checks are as follows:</p> <table border="1"> <thead> <tr> <th>CHECK NUMBER</th> <th>ISSUE DATE</th> <th>PAYEE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>57872</td> <td>3/5/2013</td> <td>Steve Justham</td> <td>\$1.80</td> </tr> <tr> <td>59242</td> <td>1/21/2014</td> <td>Cecily Napier & David Whitlock</td> <td>2.81</td> </tr> <tr> <td>59733</td> <td>6/3/2014</td> <td>James Thuirer</td> <td>1.08</td> </tr> <tr> <td>60304</td> <td>10/21/2014</td> <td>Steven Johnson</td> <td>1.43</td> </tr> <tr> <td>60419</td> <td>11/18/2014</td> <td>John & Brandi Wasmock</td> <td>416.73</td> </tr> <tr> <td colspan="3">TOTAL</td> <td>\$423.85</td> </tr> </tbody> </table>						CHECK NUMBER	ISSUE DATE	PAYEE	AMOUNT	57872	3/5/2013	Steve Justham	\$1.80	59242	1/21/2014	Cecily Napier & David Whitlock	2.81	59733	6/3/2014	James Thuirer	1.08	60304	10/21/2014	Steven Johnson	1.43	60419	11/18/2014	John & Brandi Wasmock	416.73	TOTAL			\$423.85
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60419	11/18/2014	John & Brandi Wasmock	416.73																														
TOTAL			\$423.85																														
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee reviewed and recommended approval and placement on the consent agenda.</p>																																	
<p>RECOMMENDED ACTION: Motion to approve AB15-115, a resolution authorizing the cancellation of outstanding checks older than one year.</p>																																	
RECORD OF COUNCIL ACTION																																	
<i>Meeting Date</i>	<i>Action</i>		<i>Vote</i>																														
November 17, 2015																																	

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE CANCELLATION OF MUNICIPAL CHECKS NOT PRESENTED WITHIN ONE YEAR OF THEIR ISSUE

WHEREAS, Section 39.56.040 of the Revised Code of Washington directs all Washington Cities to cancel checks not presented within one year of the date of their issue; and

WHEREAS, the City of North Bend did issue checks in the sum total of \$423.85; and

WHEREAS, the aforementioned checks have not been presented for redemption and, in compliance with the Revised Code of Washington, upon cancellation the aforementioned amounts should be forwarded to the Department of Revenue Unclaimed Properties Department;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The cancellation of the following checks issued by the City of North Bend totaling the sum of \$423.85.

CHECK NUMBER	ISSUE DATE	PAYEE	AMOUNT
57872	3/5/2013	Steve Justham	\$1.80
59242	1/21/2014	Cecily Napier & David Whitlock	2.81
59733	6/3/2014	James Thuirer	1.08
60304	10/21/2014	Steven Johnson	1.43
60419	11/18/2014	John & Brandi Wasmock	416.73
		TOTAL	\$423.85

The Council does decree that the amount of these checks shall be sent to the Department of Revenue Unclaimed Properties Department.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF NOVEMBER, 2015.**

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

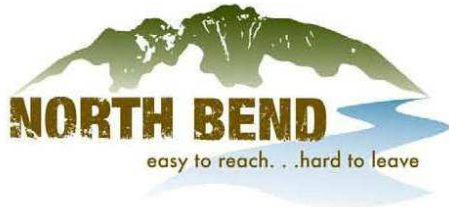
Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

Resolution



City Council Agenda Bill

SUBJECT:		Agenda Date: November 17, 2015		AB15-116	
A Motion Accepting Bids and Awarding Contract to Fury Site Works, Inc. for the Cedar Falls Way Walkway Transportation Capital Project		Department/Committee/Individual			
		Mayor – Ken Hearing			
		City Administrator – Londi Lindell			
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Gina Estep			
		Finance – Dawn Masko			
		Public Works – Mark Rigos, P.E.		X	
Cost Impact: \$82,827.07					
Fund Source: Capital Streets (310)					
Timeline: Immediate					
Attachments: Resolution, Bid Tabulation, G&O Award Recommendation Letter					
SUMMARY STATEMENT:					
<p>City staff has been working closely with civil engineering firm Gray & Osborne, Inc. (G&O) to design an 8’ wide paved walkway from the existing roundabout at the intersection of SE Cedar Falls Way and East North Bend Way, running easterly along the south side of SE Cedar Falls Way approximately 665’ long to the intersection of SE Cedar Falls Way and Mountain View Boulevard SE. The project also includes minor landscaping improvements and minor changes to the storm drainage system. The Engineer’s Estimate for the project was \$117,967.50.</p> <p>The intent of the project is to reduce the potential for pedestrian/vehicle collisions by providing a safe place for pedestrians to walk. Currently, the only area available for pedestrian travel is a 4’ wide shoulder. This project is listed as number 7 on the 2015 to 2020 6-year Transportation Improvement Program (TIP) and is also included in the current Transportation Comprehensive Plan as project number 6 under “Pedestrian Project Recommendations”. All construction except paving is planned to be completed by the end of 2015, weather permitting. If hot mix asphalt is available, then the trail will also be paved this year.</p> <p>The design was completed by G&O and the project was advertised for construction bids on October 14, 2015. On November 4, 2015, eleven (11) bids were received and opened at City Hall. The lowest responsive and responsible bid was submitted by Fury Site Works, Inc. in the amount of \$82,827.07, including all applicable taxes. Funding will be provided by the City’s Capital Streets fund.</p>					
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation & Public Works Committee reviewed this item at its November 10, 2015 meeting and recommended approval and placement on the consent agenda.					
RECOMMENDED ACTION: MOTION to approve AB15-116, a resolution accepting bids and awarding a contract for the Cedar Falls Way Walkway Project to Fury Site Works, Inc. in the amount of \$82,827.07.					
RECORD OF COUNCIL ACTION					
Meeting Date		Action		Vote	
November 17, 2015					

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING CONSTRUCTION BIDS AND AWARDING THE CEDAR FALLS WAY WALKWAY PROJECT

WHEREAS, the City entered into a professional services contract with Gray & Osborne, Inc. to design an 8' wide pedestrian walkway on the south side of SE Cedar Falls Way from the intersection of SE Cedar Falls Way and East North Bend Way, easterly approximately 665' to the intersection of SE Cedar Falls Way and Mountain View Boulevard SE; and

WHEREAS, upon completion of design, advertisement was made on October 14, 2015 in the Daily Journal of Commerce and the Snoqualmie Valley Record for construction bids; and

WHEREAS, on November 4, 2015, bids were opened at North Bend City Hall and read aloud at the prescribed time with eleven (11) bids having been received; and

WHEREAS, the resulting lowest responsive and responsible bidder out of eleven (11) bids received was Fury Site Works, Inc. at \$82,827.07, including all applicable taxes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The construction bids for the Cedar Falls Way Walkway Project are accepted.

Section 2. The construction contract for the Cedar Falls Way Walkway Project is awarded to the lowest responsive and responsible bidder, Fury Site Works, Inc., and the Mayor is authorized to enter into a contract in the amount of \$82,827.07, including all applicable taxes, in a form as approved by the City Attorney.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF NOVEMBER, 2015.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

Resolution

NO.	BIDDER BIDDER ADDRESS	ITEM	QUANTITY	ENGINEER'S ESTIMATE		FURY SITE WORKS, INC.		WEBER CONSTRUCTION, INC.		WESTERLUND EXCAVATION		WELWEST CONSTRUCTION, INC.		NPM CONSTRUCTION CO.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Minor Changes		1 CALC	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
2	Survey		1 LS	\$5,000.00	\$5,000.00	\$4,051.88	\$4,051.88	\$3,250.00	\$3,250.00	\$2,800.00	\$2,800.00	\$4,500.00	\$4,500.00	\$2,600.00	\$2,600.00
3	SPCC Plan		1 LS	\$500.00	\$500.00	\$289.42	\$289.42	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$620.00	\$620.00
4	Mobilization, Cleanup and Demobilization		1 LS	\$10,000.00	\$10,000.00	\$4,165.68	\$4,165.68	\$5,200.00	\$5,200.00	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00	\$6,400.00	\$6,400.00
5	Project Temporary Traffic Control		1 LS	\$15,000.00	\$15,000.00	\$2,966.24	\$2,966.24	\$2,200.00	\$2,200.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$6,615.00	\$6,615.00
6	Clearing and Grubbing		1 LS	\$15,000.00	\$15,000.00	\$3,060.01	\$3,060.01	\$5,300.00	\$5,300.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$5,900.00	\$5,900.00
7	Removal of Structure and Obstruction		1 LS	\$5,000.00	\$5,000.00	\$1,456.71	\$1,456.71	\$1,850.00	\$1,850.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$4,610.00	\$4,610.00
8	Excavation, Backfill, Compaction and Grading for Roadway, Incl. Haul		50 CY	\$20.00	\$1,000.00	\$11.28	\$564.00	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$40.00	\$2,000.00	\$45.00	\$2,250.00
9	Unsuitable Foundation Excavation, Incl. Haul		10 CY	\$20.00	\$200.00	\$97.19	\$971.90	\$50.00	\$500.00	\$50.00	\$500.00	\$100.00	\$1,000.00	\$60.00	\$600.00
10	Gravel Borrow, Incl. Haul		850 TN	\$25.00	\$21,250.00	\$11.51	\$9,783.50	\$16.50	\$14,025.00	\$20.00	\$17,000.00	\$27.25	\$23,162.50	\$15.00	\$12,750.00
11	Locate Existing Utilities		1 LS	\$2,500.00	\$2,500.00	\$158.93	\$158.93	\$1,250.00	\$1,250.00	\$2,500.00	\$2,500.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
12	Crushed Surfacing Top Course		140 TN	\$25.00	\$3,500.00	\$45.69	\$6,396.60	\$15.00	\$2,100.00	\$25.00	\$3,500.00	\$40.00	\$5,600.00	\$40.00	\$5,600.00
13	Commercial HMA		75 TN	\$150.00	\$11,250.00	\$150.50	\$11,287.50	\$196.00	\$14,700.00	\$220.00	\$16,500.00	\$180.00	\$13,500.00	\$180.00	\$13,500.00
14	Temporary HMA		5 TN	\$100.00	\$500.00	\$173.65	\$868.25	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$100.00	\$500.00	\$200.00	\$1,000.00
15	Compaction Price Adjustment		1 CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	Beveled Concrete End Section, 12 In. Diam.		1 EA	\$500.00	\$500.00	\$1,398.03	\$1,398.03	\$650.00	\$650.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$410.00	\$410.00
17	CPEP Culvert Pipe, 18 In. Diam. (Incl. Bedding)		35 LF	\$50.00	\$1,750.00	\$83.17	\$2,910.95	\$50.00	\$1,750.00	\$40.00	\$1,400.00	\$70.00	\$2,450.00	\$75.00	\$2,625.00
18	Bank Run Gravel for Trench Backfill		20 TN	\$25.00	\$500.00	\$35.32	\$706.40	\$25.00	\$500.00	\$20.00	\$400.00	\$35.00	\$700.00	\$65.00	\$1,300.00
19	Erosion/Water Pollution Control		1 LS	\$5,000.00	\$5,000.00	\$8,360.64	\$8,360.64	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$7,040.00	\$7,040.00
20	Seeding, Fertilizing and Mulching		0.35 AC	\$7,000.00	\$2,450.00	\$2,894.20	\$1,012.97	\$5,000.00	\$1,750.00	\$2,000.00	\$700.00	\$7,000.00	\$2,450.00	\$10,000.00	\$3,500.00
21	Root Barrier		250 LF	\$10.00	\$2,500.00	\$14.80	\$3,700.00	\$12.50	\$3,125.00	\$10.00	\$2,500.00	\$10.00	\$2,500.00	\$17.10	\$4,275.00
22	Topsoil, Type A		100 CY	\$42.00	\$4,200.00	\$55.53	\$5,553.00	\$75.00	\$7,500.00	\$25.00	\$2,500.00	\$50.00	\$5,000.00	\$60.00	\$6,000.00
23	PSIPE, Abies Grandis, Grand Fir		18 EA	\$35.00	\$630.00	\$180.62	\$3,251.16	\$110.00	\$1,980.00	\$300.00	\$5,400.00	\$150.00	\$2,700.00	\$460.00	\$8,280.00
24	PSIPE, Sanguineum, Flowering Current		20 EA	\$15.00	\$300.00	\$54.94	\$1,098.80	\$20.00	\$400.00	\$55.00	\$1,100.00	\$30.00	\$600.00	\$65.00	\$1,300.00
25	Cement Conc. Traffic Carb and Gutter		125 LF	\$10.00	\$1,250.00	\$35.64	\$4,455.00	\$38.75	\$4,843.75	\$30.00	\$3,750.00	\$40.00	\$5,000.00	\$40.00	\$5,000.00
26	Permanent Signage		1 LS	\$5,000.00	\$5,000.00	\$635.75	\$635.75	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$600.00	\$600.00
27	Paint Line		125 LF	\$1.50	\$187.50	\$5.79	\$723.75	\$15.00	\$1,875.00	\$10.00	\$1,250.00	\$15.00	\$1,875.00	\$11.00	\$1,375.00
	Subtotal:				\$117,967.50		\$82,827.07		\$87,248.75		\$94,000.00		\$103,837.50		\$108,650.00
	Sales Tax @ 0% (Per W.S. Revenue Rule No. 171)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST				\$117,967.50		\$82,827.07		\$87,248.75		\$94,000.00		\$103,837.50		\$108,650.00

DATE: 11/2015
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APPROVED: BB
Page 1 of 1

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS
SEATTLE, WA
VANCOUVER, WA
WENATCHEE, WA
ARLINGTON, WA

CITY OF NORTH BEND, WA
CEDAR FALLS WAY WALKWAY
GRAY & OSBORNE #15489

BIDDER	BIDDER ADDRESS	MIKE MCCLUNG CONSTRUCTION CO. 15110 261st Avenue East Buckley, WA 98321	AGOSTINO CONSTRUCTION, INC. 23418 SE 247th Court Maple Valley, WA 98038	SIERRA PACIFIC CONSTRUCTION P.O. Box 620 Maple Valley, WA 98038	TRINITY CONTRACTORS, INC. P.O. Box 1348 Marysville, WA 98270	PIVETTA BROTHERS CONSTRUCTION, INC. 1812 Pease Avenue Sumner, WA 98390	KAMINS CONSTRUCTION, INC. 19425 112th Avenue NE Bothell, WA 98011	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	WASHINGTON STATE CONTRACTOR'S REG. NUMBER	032, 783-00	AGOSTINO 526, 083-00	SIERRA PACIFIC 188, 403-00	TRINITY 216, 469-00	PIVETTA BROTHERS 488, 626-00	KAMINS 162, 183-01	
BID BOND OR OTHER GOOD FAITH TOKEN		MIKEMCC981KB	AGOSTINOC1853CS	SIERRAPC910R3	TRINICT1894L3	PIVETBC063B9	KAMININC1854BB	
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Minor Changes	1 CALC	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
2	Survey	1 LS	\$3,250.00	\$1,700.00	\$2,000.00	\$1,840.00	\$1,416.00	\$3,045.00
3	SPCC Plan	1 LS	\$800.00	\$500.00	\$500.00	\$250.00	\$531.00	\$500.00
4	Mobilization, Cleanup and Demobilization	1 TS	\$10,000.00	\$20,000.00	\$10,161.00	\$15,000.00	\$16,359.00	\$0.00
5	Project Temporary Traffic Control	1 LS	\$8,500.00	\$6,500.00	\$3,500.00	\$5,000.00	\$19,581.00	\$5,302.50
6	Clearing and Grubbing	1 LS	\$15,000.00	\$7,500.00	\$12,500.00	\$25,000.00	\$17,311.00	\$8,589.00
7	Removal of Structure and Obstruction	1 LS	\$1,600.00	\$3,500.00	\$2,750.00	\$5,000.00	\$3,003.00	\$4,510.38
8	Excavation, Backfill, Compaction and Grading for Roadway, Incl. Haul	50 CY	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$44.00	\$1,879.50
9	Unsuitable Foundation Excavation, Incl. Haul	10 CY	\$60.00	\$900.00	\$100.00	\$1,000.00	\$69.00	\$788.00
10	Gravel Borrow, Incl. Haul	850 TN	\$26.00	\$22,200.00	\$35.00	\$29,750.00	\$30.00	\$25,500.00
11	Locate Existing Utilities	1 LS	\$325.00	\$500.00	\$2,750.00	\$500.00	\$348.00	\$525.00
12	Crushed Surfacing Top Course	140 TN	\$50.00	\$7,000.00	\$75.00	\$10,500.00	\$54.00	\$7,560.00
13	Commercial HMA	75 TN	\$11,625.00	\$1,600.00	\$175.00	\$13,125.00	\$183.00	\$13,725.25
14	Temporary HMA	5 TN	\$220.00	\$200.00	\$150.00	\$750.00	\$230.00	\$1,150.00
15	Compaction Price Adjustment	1 CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	Beveled Concrete End Section, 12 In. Diam.	1 EA	\$1,420.00	\$1,000.00	\$1,250.00	\$500.00	\$632.00	\$525.00
17	CPEP Culvert Pipe, 18 In. Diam. (Incl. Bedding)	35 LF	\$83.00	\$2,905.00	\$115.00	\$4,025.00	\$75.00	\$2,609.95
18	Bank Run Gravel for Trench Backfill	20 TN	\$15.00	\$300.00	\$35.00	\$700.00	\$36.00	\$720.00
19	Erosion/Water Pollution Control	1 LS	\$5,800.00	\$8,000.00	\$5,000.00	\$3,000.00	\$7,501.00	\$5,000.00
20	Seeding, Fertilizing and Mulching	0.35 AC	\$3,750.00	\$1,350.00	\$1,925.00	\$4,714.29	\$1,650.00	\$1,286.25
21	Root Barrier	250 LF	\$11.00	\$2,750.00	\$2.00	\$500.00	\$18.00	\$4,500.00
22	Topsoil, Type A	100 CY	\$40.00	\$4,000.00	\$45.00	\$4,500.00	\$45.00	\$4,043.00
23	PSIPE, Abies Grandis, Grand Fir	18 EA	\$100.00	\$1,800.00	\$150.00	\$2,700.00	\$111.00	\$1,998.00
24	PSIPE, Sanguineum, Flowering Current	20 EA	\$20.00	\$400.00	\$35.00	\$700.00	\$24.00	\$480.00
25	Cement Conc. Traffic Curb and Gutter	125 LF	\$25.50	\$3,187.50	\$45.00	\$5,625.00	\$30.00	\$3,750.00
26	Permanent Signing	1 LS	\$500.00	\$500.00	\$500.00	\$1,500.00	\$447.00	\$1,050.00
27	Paint Line	125 LF	\$8.00	\$1,000.00	\$8.00	\$1,000.00	\$12.00	\$1,500.00
	Subtotal:		\$112,775.00	\$122,735.00	\$123,211.00	\$134,665.00	\$142,647.50	\$97,403.13
	Sales Tax @ 0% (Per W.S. Revenue Rule No. 171)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL CONSTRUCTION COST		\$112,775.00	\$122,735.00	\$123,211.00	\$134,665.00	\$142,647.50	\$97,403.13
	Sealed bids were opened at the City of North Bend City Hall, 211 Main Avenue North, North Bend, Washington 98045 on Wednesday, November 4, 2015, at 2:30 p.m. (local time).							
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.							
	<i>Brian Bollen</i> BRIAN BOLLEN, P.E.							
				</				

DATE: 11/2015
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APPROVED: BB

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GRAY & OSBORNE, INC.
CONSULTING ENGINEERS
SEATTLE, OLYMPIA, YAKIMA, VANCOUVER, WENATCHEE & ARLINGTON, WA

CITY OF NORTH BEND, WA
CEDAR FALLS WAY WALKWAY
GRAY & OSBORNE #15489



November 9, 2015

Mr. Don DeBerg, P.E.
City Engineer
City of North Bend
P.O. Box 896
North Bend, Washington 98045

SUBJECT: REVIEW OF BIDS, CEDAR FALLS WAY WALKWAY
CITY OF NORTH BEND, KING COUNTY, WASHINGTON
G&O #15489.00

Dear Mr. DeBerg:

On November 4, 2015, the City of North Bend received 11 bids for the Cedar Falls Way Walkway project. The bids ranged from \$82,827.07 to \$142,647.50. The Engineer's Estimate was \$117,967.50. Each proposal was checked for correctness of extensions of the prices per unit and the total price. Three corrections were made and one bid was rejected because of irregularities per Special Provisions Section 1-02.13 of the Specifications; however, these corrections did not change the position of the low bidder. The bid summary will be forwarded separately. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

1.	Fury Site Works, Inc. (North Bend, WA).....	\$ 82,827.07
2.	Weber Construction, Inc. (Snoqualmie, WA)	\$ 87,248.75
3.	Westerlund Excavation (North Bend, WA).....	\$ 94,000.00
4.	Welwest Construction, Inc. (Monroe, WA)	\$103,837.50
5.	NPM Construction Company (Maple Valley, WA)	\$108,650.00
6.	Mike McClung Construction Company (Buckley, WA).....	\$112,775.00
	Engineer's Estimate.....	\$117,967.50
7.	Agostino Construction Company (Maple Valley, WA)	\$122,735.00
8.	Sierra Pacific Construction (Maple Valley, WA).....	\$123,211.00
9.	Trinity Contractors, Inc. (Marysville, WA).....	\$134,665.00
10.	Pivetta Brothers Construction, Inc. (Sumner, WA).....	\$142,647.50
11.	Kamins Construction, Inc. (Bothell, WA).....	REJECTED

The low responsive bidder, Fury Site Works, Inc. of North Bend, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will



Mr. Don DeBerg, P.E.
November 9, 2015
Page 2

require. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the low bidder, Fury Site Works, Inc. of North Bend, Washington, has met the responsibility criteria.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder, Fury Site Works, Inc., 43520 SE North Bend Way, North Bend, Washington 98045.

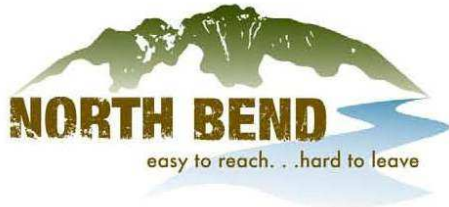
Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Brian Bollen, P.E.

BB/hhj



City Council Agenda Bill

SUBJECT:		Agenda Date: November 17, 2015		AB15-117
A Motion Authorizing a Work Order with Gray & Osborne, Inc. under the Current On-Call Professional Services Contract for Construction Administration Services for the Cedar Falls Way Walkway Project		Department/Committee/Individual		
		Mayor – Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance – Dawn Masko		
		Public Works – Mark Rigos, P.E.		X
Cost Impact: \$14,000				
Fund Source: Streets Capital (301)				
Timeline: Immediate				
Attachments: Work Order, Scope of Services, Cost Estimate				
SUMMARY STATEMENT:				
<p>The Cedar Falls Way Walkway transportation capital project was identified as project number 7 in the 2015 – 2020 6-Year Transportation Improvement Program and project number 6 in the 2012 update of the Transportation Element of the Comprehensive Plan.</p> <p>The City executed a contract with Gray & Osborne on April 21, 2015 to provide design services for the project. Project design was completed and the project was advertised for bids on October 14, 2015.</p> <p>This work order will provide for construction administration duties including, but not limited to, advertisement, reviewing bids, assisting with contract execution, submittal review, processing pay estimates, conducting weekly construction meetings, on-site inspection, preparation of record drawings, and assisting with project close-out. City staff are requesting construction administration support on this project due to competing, higher priority tasks.</p> <p>Funding for this work is available from the City’s Capital Streets fund.</p>				
COMMITTEE REVIEW AND RECOMMENDATION: The Transportation & Public Works Committee reviewed this item at its November 10, 2015 meeting and recommended approval and placement on the consent agenda.				
RECOMMENDED ACTION: MOTION to approve AB15-117, authorizing a Work Order with Gray & Osborne, Inc. for construction administration on the Cedar Falls Way Walkway Transportation Capital Project, in an amount not to exceed \$14,000.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
November 17, 2015				

CITY OF NORTH BEND WORK ORDER 2015-16

This work order dated the 14th day of November, 2015 is to specify services to be provided under the On-Call Professional Services contract which has been entered into by the CITY OF NORTH BEND (City) and Gray & Osborne, Inc. (Consultant). This work order is for the below mentioned project/scope of work.

Work Order No.: 2015-16

Project Name: Cedar Falls Way Walkway Construction Administration

Project No.:	<u>T-011</u>	Amount: <u>\$ 14,000 NTE</u>
		(Authorized cost of work not to be exceeded without written authorization)
City Project Lead:	<u>Donald DeBerg City Engineer</u>	

SCOPE OF WORK:

Under this work order Gray & Osborne will provide construction administration duties for the construction of the Cedar Falls Way Walkway Capital Improvement Project as described in the attached scope of work, **Exhibit A**. A cost estimate has been prepared and is attached as **Exhibit B**.

Payment under this work order will be on a time and materials basis, not to exceed the above stated amount without written permission of the City.

CONSULTING FIRM:

CITY OF NORTH BEND:

<u>Authorized Signature</u>	<u>Date</u>	<u>Authorized by</u>	<u>Date</u>
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NOTE:

The City of North Bend will not be liable for charges for services not authorized by a fully executed work order.

FOR INTERNAL USE ONLY

Budget Number: **Capital Streets (310)**

Distribution: *Original:* City Clerk *Copies:* Project Lead, Consultant, Accounting Coordinator

EXHIBIT A

SCOPE OF WORK

CITY OF NORTH BEND CAPITAL PROJECT T-011 – CEDAR FALLS WAY WALKWAY CONSTRUCTION INSPECTION/MANAGEMENT

PROJECT UNDERSTANDING

The City of North Bend has requested this scope of work and fee proposal to provide field inspection, administrative, and construction management services for the Cedar Falls Way Walkway project. The City desires to have most aspects of the inspection, administrative, and construction management services provided by an outside consultant, with the City staff participating in weekly construction meetings, review, coordination of administrative tasks requiring City approval (e.g., payment of monthly pay estimates, approval of change orders, etc.), and general oversight of the project.

SCOPE OF WORK

Gray & Osborne, Inc. (Engineer), of Seattle, Washington, will provide part-time field inspection, construction management, and administrative support for construction of the project. The following tasks are included:

1. Provide overall project management to include management of engineering resources, risk management assessment, monitoring of the Contractor's compliance with schedule, and assist with City coordination during construction phase of the project.
2. Prepare and forward project bid advertisement to two newspapers, including the Seattle Daily Journal of Commerce and the City's official newspaper. Transfer bid documents to Builders Exchange for bid solicitation. Document all bid inquiries. Issue addendum if Bidder inquiries require changes to the Contract.
3. Review and tabulate bids and verify low bidder qualifications. Prepare Recommendation of Award letter. It is assumed the City will provide all necessary work related to collecting and opening the bids.
4. Assist the City with contract execution, including review of performance bond and insurance endorsements. Attend and conduct preconstruction conference (prepare agenda, invite participants, and prepare meeting minutes), and issue a formal Notice to Proceed.

5. Provide office support to include material submittal review, correspondence, review and processing of monthly pay estimates, teleconferences, and other items to support Contractor inquiries and field activities. Provide the Contractor with timely interpretation of contract documents as may be requested. Answer Contractor-sponsored requests for information (RFIs).
6. Conduct weekly construction meetings with the Contractor, City, City's representative, utility purveyors, and other stakeholders deemed necessary to help facilitate construction and construction coordination. The Contract identifies a 20-workday period for physical completion, which equals to 4 weeks or approximately four weekly construction meetings. The Field Inspector has budget to attend all four meetings and the Project Manager has budget to attend two meetings.
7. Provide part-time on-site inspection services to witness and document the Contractor's compliance with contract requirements to include methods, equipment, and materials. Note: This Contract has budgeted inspection hours based on providing part-time inspection (3 days per week, 4-hour workdays typical), as well as inspector's attendance at preconstruction meeting, weekly construction meetings, punch list preparation, and final project walkthrough.
8. Prepare record drawings based on the Contractor's submittal of their drawings (including markups) and the inspector's markups. One original copy of the final record drawings will be provided to the City.
9. Assist the City with negotiation and preparation of change orders as may be applicable. For budgeting purposes, we have assumed up to 4 hours of Project Engineer time for this task.
10. Assist the City with preparing project closeout paperwork in compliance with state law.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, will not be exceeded without prior written authorization of the City. The budget amount assumes that the project will be complete by January 2016.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable are based on the following assumptions and those stated City responsibilities as required for the

development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. Our scope of work assumes the City will pay for advertising costs and provide for bid opening, preconstruction meeting, and weekly construction meeting facilities.
2. Our scope of work and fees do not anticipate nor include overtime (more than 40 hours per week) or a contract duration in excess of 20 working days to physical completion.

EXHIBIT B**FEE ESTIMATE*****City of North Bend – Cedar Falls Way Walkway Inspection and
Construction Management***

Discipline Required	Estimated		
	Hours	Fully Burdened Rate	Amount
Principal/Project Manager	12	\$140	\$ 1,680
Project Engineer	36	\$110	\$ 3,960
Field Inspector	64	\$110	\$ 7,040
CADD Technician	4	\$94	\$ 376
Subtotal, Labor Cost:			\$13,056
Expenses (mileage, printing, miscellaneous):			\$ 944
TOTAL ESTIMATED COST:			\$14,000



City Council Agenda Bill

SUBJECT:	Agenda Date: November 17, 2015	AB15-118
A Motion Authorizing an Amendment to the original contract with Scott Holsapple Design for the Torguson Park Capital Project	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance – Dawn Masko	
	Public Works – Mark Rigos, P.E.	X
Cost Impact: \$13,540.00		
Fund Source: Park Impact Fees		
Timeline: Immediate		
Attachments: SHD Work Scope & Fee		

SUMMARY STATEMENT

The City of North Bend has been working closely with Scott Holsapple Design (SHD) since November 2014 on designing Torguson Park capital project improvements which are still scheduled for June 2016 construction commencement. To recap, specific park improvements include the new bathroom / concession building, two baseball field relocations, picnic tables, improved access, loop trail, exercise stations, plaza, utility extensions, etc. Additionally, the project incorporates improvements to the ball fields (backstops, dugouts) as planned and partially funded by Snoqualmie Valley Little League. Some of the trail and plaza improvements will be funded by a \$127,500 grant. Part of the new concession / restroom building will be funded by the successful damage claim on the previous concession building attributed to the nearby gas explosion.

This would be the first amendment to the first contract (November 2014) with SHD. To recap, the first contract was for the project's first phase which included: topographic survey, floodplain evaluation, preliminary site plan designs, cost estimate and construction drawings. The project's second phase included several contracts (June 2015) for Architectural and Civil Engineering design services (necessary for building of the restroom / concession building and grading in the floodplain), preparation of construction documents, construction administration and support, and supervision of sub-consultants (ARC Architects and DR Strong – the civil engineer). Additionally, staff contracted with Tetra Tech for professional services to perform a cultural resources study, required by the \$127,500 grant. Below is a table summarizing costs to date, including this new amendment request to the first contract:

Consultant Name / Scope of Services	Contract Date: November 2014	Contract Date: June 2015	Proposed Amendment #1 November 2015	Project Totals as of 11/1/2015
SHD – Survey, Site Plan, Design Work	\$45,930	\$13,535	\$13,540	\$73,005
Arc Architects – Architectural design	-	\$47,955	-	\$47,955
DR Strong – Civil Engineer	-	\$31,000	-	\$31,000
Tetra Tech – Cultural Resources		\$8,307.54		\$8,307.54
Totals:	\$45,930	\$100,797.54	\$13,540	\$160,267.54

In the past two months, John Day Homes (JDH) has begun working with the City to improve Torguson Park in association with his nearby development (Ranger Station Cottages), to build a new parking lot in the park's northeast corner and a picnic shelter in the park's central plaza. During review of his design plans prepared previously by a different consultant and the City's design plans prepared by SHD, it was clear that the two plans need to collaborate in order to best serve the City and public interests. The City

City Council Agenda Bill

wants to create synergy between the design features brought forth by JDH into the overall design by SHD; prepare for further meetings with JDH, King County Parks and City staff, revisions and utility coordination; provide bid document review; and confirm construction documents are prepared to incorporate the new features that JDH is providing the City. JDH wishes to begin construction in the next few months on the picnic shelter, whereas the City can't begin construction on its capital project until late June 2016.

Attached is SHD's Work Scope and Fee for this amendment, which is **\$13,540.00**. This amendment brings total SHD's total contracted fees to \$73,005.00. Essentially, SHD is providing design and management consultant services to the City on this project.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Transportation & Public Works Committee at their November 10, 2015 meeting. It was recommended for approval and placement on the consent agenda.

RECOMMENDED ACTION: MOTION to approve AB15-118, authorizing a contract amendment with SHD to perform additional professional services for the Torguson Park Capital Project, in an amount not to exceed \$13,540, in a form acceptable to the City Attorney.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 17, 2015		



11/04/15

City of North Bend
Attn: Mark Rigos
PO Box 896
1155 East North Bend Way
North Bend, WA 98045

Design Services Proposal (ASR #2)

Outlined below are the additional services (ASR #2) requested for the incorporation and required coordination necessary for the picnic shelter and expanded plaza space to be provided by John Day Homes. Please review the following proposal and, if acceptable, sign one copy and return it for our records. Landscape Architectural Services described below shall be provided and billed on a not to exceed basis in accordance with terms and conditions attached.

Permit Documents

Additional design services for the incorporation of the picnic shelter and expanded plaza space will be provided during the refinement of permit documents. Project administration, coordination and site visits and meetings will be provided.

- 1) Project Administration, Sub-Consultant Coordination & Management
- 2) Meetings (2) with City/Consultants
- 3) In-house Review/Landscape Plan Revisions
- 4) Plans, Details & Future Utility Coordination

Cost to complete = \$4,280.00

Bid Document Coordination/Administration (BD / BA)

Additional design services related to the development of bid documents, incorporation of the picnic shelter, modifications to and synergy with surrounding project elements already proposed and project administration services pertaining to the addition of the picnic shelter and expanded plaza space will be provided during this phase. Project administration, coordination and site visits and meetings will be provided as noted below.

- 1) Project Administration & Management
- 2) Meetings (1) with City/Consultants
- 3) Bid Documents Modifications/Coordination
- 4) Coordination/Q&A

Cost to complete = \$4,960.00

Construction Documents (CD)

Additional design services related to the development of construction documents pertaining to the addition of the picnic shelter and expanded plaza space will be provided during this phase.

- 1) Project Administration & Management
- 2) Meetings (1) with City/Consultants
- 3) Construction Documents Modifications/Coordination
- 4) Coordination/Q&A

Cost to complete = \$4,300.00

Exclusions:

Additional Site Visits/Meetings
Illustrations, Models or Renderings
Significant Revisions
Structural Engineering/Coordination for Picnic Structure
Environmental/Geotechnical Review & Related Permit Documents/Activities
Specifications/Submittals for Picnic Structure
Permit Applications/Submittals/Special Inspections

Not included in this proposal are any necessary additional consultant's fees other than those noted, permit fees, or additional services requested by City.

If this proposal meets with your approval, please email an acceptance of the proposal to me. If you have questions, would like more information, or wish to make any modifications, please do not hesitate to contact me. Work will be scheduled upon my receipt of this proposal executed.

Sincerely,

Scott Holsapple

Approved: _____ Date: _____



City Council Agenda Bill

SUBJECT:		Agenda Date: November 17, 2015		AB15-119
Ordinance Amending the North Bend Municipal Code Section 5.04 Relating to Business & Occupation Taxes		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance Director – Dawn Masko		X
		Public Works Director – Mark Rigos		
Cost Impact: N/A				
Fund Source: General Fund				
Timeline:				
Attachments: Ordinance, Exhibit A - North Bend B&O Tax Code's Deviations from Core Model Ordinance				
SUMMARY STATEMENT: <p>The City Council previously amended NBMC Section 5.04 to adopt the 2012 changes to the Model B&O Tax Ordinance as required by State law. The Model Ordinance expressly allows municipalities to adopt a square footage tax that is not a part of the Model Ordinance. A square footage tax has been previously discussed with the Finance & Administration Committee and with the Council at a work study on November 17, 2015.</p> <p>While the City currently imposes Business and Occupation taxes, many administrative and support functions as well as non-retail activities and services are exempt. A number of other cities, including Bellevue, Kent and DuPont, have adopted a square footage tax to better align the amount of the tax with the service impacts created by the activity.</p> <p>The proposed ordinance would amend the North Bend Municipal Code to create a square footage tax at the rate of \$0.15 per square foot per quarter. This tax would apply to all mini-storage facilities regardless of their square footage, and to manufacturing, warehouse and industrial-type facilities with a square footage of 10,000 or more square feet. Businesses that are subject to this tax will be able to deduct any B&O tax paid to the City on gross receipts under other sections of the existing North Bend B&O tax code, such that the square footage tax will be owed only if the square footage tax exceeds the gross receipts tax, in which case the taxpayer shall remit only the square footage tax in excess of the gross receipts tax payable.</p> <p>It is anticipated that the adoption of a square footage B&O tax will produce an estimated \$100,000 annually. The Finance & Administration Committee has recommended that the additional revenue generated from the square footage B&O tax be dedicated to the maintenance of the City's street infrastructure, with a primary emphasis on pavement management.</p>				
COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee has reviewed this item at multiple meetings, most recently on October 20, 2015 and has recommended approval.				
RECOMMENDED ACTION: MOTION to approve AB15-119, an ordinance amending North Bend Municipal Code Section 5.04, as a first and final reading.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
November 17, 2015				

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, RELATING TO BUSINESS AND OCCUPATION TAXES, INCLUDING AMENDING NBMC SECTION 5.04.050; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, RCW 35A.82.020 authorizes code cities to license businesses for the purpose of creating revenue; and

WHEREAS, the City of North Bend has, since 1960, levied a business license tax (known as a business and occupation (“B&O”) tax) on persons engaging in business within the City, to fund, among other things, the costs of governmental services needed by such businesses; and

WHEREAS, some businesses operate warehouses, distribution centers, self-storage facilities, and/or light manufacturing and research uses within North Bend that require governmental services and that create general City service and transportation infrastructure impacts, but which are largely exempt from existing B&O taxes; and

WHEREAS, other Washington cities utilize different forms and combinations of B&O taxes, including a business tax based upon square footage of space used for primarily non-retail activities and services and support activities; and

WHEREAS, the City Council of the City of North Bend has determined that it is in the public interest to impose a similar tax on the square footage of warehouse/distribution, self-storage facilities, and/or light manufacturing and research space; and

WHEREAS, the new square footage tax is intended to generate additional revenue to support City services and maintain, repair and operate the City’s existing transportation network in order to fairly allocate the cost to provide those services and to maintain that infrastructure to those business entities that contribute most to the use and degradation of City streets; and

WHEREAS, in 2003, the Legislature enacted Chapter 35.102 RCW, which required cities with local B&O taxes to implement a modified B&O tax model ordinance with certain mandatory provisions; and

WHEREAS, on August, 5, 2003, the City adopted Ordinance No. 1192 adopting a modified B&O tax model ordinance as required by state law; and

WHEREAS, RCW 35.102.040(4) requires that cities deviating from the nonmandatory provisions of the model B&O tax ordinance make available to the public a description of such differences; and

WHEREAS, RCW 35.21.706 requires that ordinances imposing a new B&O tax shall be subject to specific referendum procedures described therein;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. NBMC 5.04.050 (Imposition of the tax – Tax or fee levied), Amended. North Bend Municipal Code Section 5.04.050 (Imposition of the tax – Tax or fee levied) is hereby amended to read as follows:

5.04.050 Imposition of the tax – Tax or fee levied.

A. Gross Receipts Tax. Except as provided in subsection ~~BC~~ of this section, there is hereby levied upon and shall be collected from every person a tax for the act or privilege of engaging in business activities within the city, whether the person's office or place of business be within or without the city (the "Gross Receipts Tax"). The gross receipts tax shall be in amounts to be determined by application of rates against gross proceeds of sale, gross income of business, or value of products, including byproducts, as the case may be, as follows:

1. Upon every person engaging within the city in business as an extractor, the amount of the tax with respect to such business shall be equal to the value of the products, including byproducts, extracted within the city for sale or for commercial or industrial use, multiplied by the rate of two-tenths of one percent. The measure of the tax is the value of the products, including byproducts, so extracted, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

2. Upon every person engaging within the city in business as a manufacturer, as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including byproducts, manufactured within the city, multiplied by the rate of two-tenths of one percent. The measure of the tax is the value of the products, including byproducts, so manufactured, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

3. Upon every person engaging within the city in the business of making sales at wholesale, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of two-tenths of one percent.

4. Upon every person engaging within the city in the business of (a) printing, (b) both printing and publishing newspapers, magazines, periodicals, books, music, and other printed items, (c) publishing newspapers, magazines and periodicals, (d) extracting for hire, and (e) processing for hire, as to such persons, the amount of tax on such business shall be equal to the gross income of the business multiplied by the rate of two-tenths of one percent.

5. Upon every person engaging within the city in the business of making sales at retail, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business, without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of two-tenths of one percent.

6. Upon every person engaging within the city in the business of sales of retail services, the amount of tax with respect to such business shall be equal to the gross proceeds of sales multiplied by the rate of two-tenths of one percent.

7. Upon every other person engaging within the city in any business activity other than or in addition to those enumerated in the above subsections, the amount of tax on account of such activities shall be equal to the gross income of the business multiplied by the rate of two-tenths of one percent. This subsection includes, among others, and without limiting the scope hereof (whether or not title to material used in the performance of such business passes to another by accession, merger or other than by outright sale), persons engaged

in the business of developing or producing custom software or of customizing canned software, producing royalties or commissions, and persons engaged in the business of rendering any type of service which does not constitute a sale at retail, a sale at wholesale, or a retail service.

B. Square Footage Tax. Except as provided in subsection C of this section, there is hereby levied upon and shall be collected from every person who leases, own, occupies, or otherwise maintains a structure within the city for purposes of engaging in business within the city, a tax for the act or privilege of engaging in business activities within the city (the “~~s~~Square Footage Tax”). The tax shall be in amounts to be determined by application of rates against square footage of warehouse/distribution, self-storage facilities, industrial, and/or light manufacturing and research space as follows:

1. Subject to the reductions established in subsection (B)(5) of this section, the amount of the tax due shall be equal to the sum of the number of square feet of floor area for each warehouse, distribution facility, self-storage facility, industrial, and/or light manufacturing or research space leased, owned, occupied, or otherwise maintained within the city multiplied by the rate of fifteen cents (\$0.15) per quarterly period for each calendar year.

~~1.~~2. For purposes of this section, the following terms shall have the meanings set forth below:

a. “Industrial” means suitable for the manufacturing, processing, assembling, packaging or fabricating of previously prepared materials; manufacturing and processing of products predominately from extracted or raw materials; wrecking; storage activities; research and development activities; and warehousing.

b. “Light manufacturing” means a light industrial business where all processing, fabricating, assembly or disassembly of items takes place wholly within an enclosed building.

c. “Research” means businesses associated with research and development activities, high technology, software engineering, biotechnology, electronic components and board systems engineering, development, and application, and similar business activities.

d. “Self-storage facility” means any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to the space for the purpose of storing and removing personal property on a self-service basis, but does not include a garage or other storage area in a private residence.

e. “Warehouse/Distribution” means a building or structure, or any part thereof, in which goods, wares, merchandise, commodities or equipment are stored, whether or not for compensation, for eventual distribution and/or furtherance of engaging in business.

3. For purposes of this section, the square footage shall be calculated to the nearest square foot and shall be computed by measuring to the inside finish of permanent outer building walls and shall include space used by columns and projections necessary to the building.

4. For any person with more than one location within the city, the floor space for all locations within the city shall be combined. When a person rents space to another person, the person occupying the rental space is responsible for the square footage ~~business~~ tax on that rental space only if the renter has exclusive right of possession in the space as against the landlord. Space rented for the storage of goods in a warehouse where no walls separate the goods shall be included in the warehouse business floor space of the person that operates the warehouse business, and not by the person renting the warehouse space.

5. If, in any quarterly period, a person is subject to both the square footage tax imposed by this subsection (B) and the gross receipts tax imposed by subsection (A) of this section, then the amount of square footage tax due for the quarterly period shall be equal to only the portion of the square footage tax that exceeds the amount of the gross receipts tax due for the same quarterly period.

C. Gross Receipts Exemption/Square Footage Threshold.

~~B-1.~~ Gross receipts exemption. The gross receipts tax imposed in subsection (A) of this section shall not apply to any person whose gross proceeds of sales, gross income of the business, and value of products, including byproducts, from all activities conducted within the city during any calendar year are equal to or less than \$20,000, or are equal to or less than \$5,000 during any quarter if on a quarterly reporting basis.

2. Square footage threshold.

a. The square footage tax imposed in subsection (B) of this section shall not apply to any person whose total floor area of business space within the city is less than ten thousand (10,000) square feet of warehouse/distribution, industrial, and/or light manufacturing or research space; provided, however, that the threshold established in this subsection (C)(2) does not apply to self-storage facilities, and all square footage of self-storage facilities is subject to the square footage tax.

b. This is a threshold and not an exemption. If the square footage tax applies, it applies to all such business space leased, owned, occupied, or otherwise maintained by the taxpayer during the applicable reporting period.

D. Rules. The director may promulgate rules and regulations regarding the manner, means, and method for calculating any tax imposed under this section.

Section 2. Deviation from Model B&O Tax Ordinance. Pursuant to RCW 35.102.040(4), the City shall make a description available to the public, both in written and electronic form, of the City's deviations from the nonmandatory provisions of the model B&O tax ordinance in a form substantially similar to Exhibit A, *North Bend B&O Tax Code's Deviations from Core Model Ordinance*, which is attached hereto and incorporated by this reference.

Section 3. Referendum. This ordinance is subject to the referendum procedure specified in RCW 35.21.706. A referendum petition may be filed within seven days of passage of this ordinance with the City Clerk, who is the filing officer of the City. Within ten days, the filing officer shall confer with the petitioner concerning form and style of the petition, issue the petition an identification number, and secure an accurate, concise, and positive ballot title from the designated local official. The petitioner shall have thirty days in which to secure the signatures of not less than fifteen percent of the registered voters of the City, as of the last municipal general election, upon petition forms which contain the ballot title and the full text of the measure to be referred. The filing officer shall verify the sufficiency of the signatures on Ordinance

the petition and, if sufficient valid signatures are properly submitted, shall certify the referendum measure to the next election ballot within the City or at a special election ballot as provided pursuant to RCW 35.17.260(2).

Pursuant to RCW 35.21.706, the referendum procedure described herein shall be exclusive and shall supersede the procedures provided under Chapters 35.17 and 35A.11 RCW and all other statutory provisions for initiative or referendum which might otherwise apply.

Section 4. Update of Taxes, Rates & Fees Schedule. The Taxes, Rates & Fees Schedule, adopted by Ordinance 1084 and last amended by Ordinance 1562, effective as of October 19, 2015, is amended to reflect the taxes and rates as set forth in this Ordinance, and to reflect current codification of the City's B&O Tax Code, as follows:

5.04 Business License and Business Occupation Tax

5.04. 020 <u>015</u> (A)	Business License Registration Fee - Initial Application	\$35.00
	Annual Business License Registration Fee thereafter	\$25.00
5.04. 020 <u>015</u> (B)	Business at two or more places	\$25.00 for each place of business
5.04. 020 <u>015</u> (C)	Changes in the place of business	\$25.00
<u>5.04.015(D)</u>	<u>Annual Business License Registration Fee (after first year)</u>	<u>\$25.00</u>
5.04. 020(D) <u>015(E)</u>	Additional Administrative Assessment after January 1st	25% of license fee plus interest at the rate of 12% per year
5.04. 040 <u>050</u> (A)(1)	Extractor	gross sales x .002
5.04. 040 <u>050</u> (A)(2)	Manufacturer	gross sales x .002
5.04. 040 <u>050</u> (A)(3)	Wholesale	gross proceeds x .002
5.04. 040 <u>050</u> (A)(4)	Sales at Retail <u>Printing and/or Publishing</u>	gross proceeds x .002
5.04. 040 <u>050</u> (A)(5)	Printing and/or Publishing <u>Sales at Retail</u>	gross proceeds x .002
5.04. 040 <u>050</u> (A)(6)	Commodities <u>Sales of Retail Services</u>	gross proceeds x .002
5.04. 040 <u>050</u> (A)(7)	Sales of Retail Services <u>All Others</u>	gross proceeds-income x .002
5.04. 040(A)(8) <u>050(B)(1)</u>	All Others <u>Square Footage</u>	gross income x .002 <u>\$0.15/sq ft quarterly</u>
5.04. 050 <u>060</u>	Doing Business with the City	gross price x .002

NOTE: Refer to NBMC Chapter 5.04 for allowable credits, exemptions, thresholds and deductions

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force on January 1, 2016.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF NOVEMBER, 2015.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective: January 1, 2016

Susie Oppedal, City Clerk

EXHIBIT A:
North Bend B&O Tax Code's Deviations from Core Model Ordinance

CITATION TO B&O TAX CODE PROVISION	SUMMARY OF CHANGE FROM MODEL B&O TAX ORDINANCE	
	CITY CODE OMITS THE FOLLOWING DISCRETIONARY PROVISIONS PROVIDED IN MODEL ORDINANCE:	CITY CODE INCLUDES ADDITIONAL PROVISIONS (NOT PROVIDED IN MODEL ORDINANCE) AS FOLLOWS:
NBMC 5.04.015 Business license required		Every person who engages in business activities within the City shall obtain a business license.
NBMC 5.04.030 Definitions	Discretionary definitions for: Advance, reimbursement Agricultural product; farmer Artistic or cultural organization Competitive telephone service Consumer In this City; within this City Newspaper; magazine; periodical Non-profit corporation or non-profit organization Office; place of business Precious metal bullion or monetized bullion Processing for hire Product; byproduct Royalties Software; prewritten software; custom software; customization of canned software; master copies; retained rights Tuition fee	
Model Provision .040	Discretionary provision regarding sales and service by agents	
NBMC 5.04.050(A) Gross receipts tax		Tax rates for the following classifications: Extractor: .2% (.002) Manufacturer: .2% (.002) Wholesale: .2% (.002) Printing and Publishing: .2% (.002) Retail: .2% (.002) Retail Services: .2% (.002) Other: .2% (.002)
NBMC 5.04.050(B) Square footage tax		Quarterly square footage tax rate for warehouse/distribution, self-storage facilities, industrial, and/or light manufacturing and research space: \$0.15/sq ft
NBMC 5.04.050(C) Gross receipts exemption / Square footage threshold		Square footage tax only applies to spaces 10,000 square feet or greater; provided that this threshold does not apply to self-storage facilities space (all self-storage facilities space is subject to square footage tax)

NBMC 5.04.060 Doing business with the city		B&O tax applies to any person who accepts or executes contracts with the city, subject to allocation and apportionment under NBMC 5.04.077
NBMC 5.04.090 Exemptions	Discretionary exemptions for: Non-profit organizations/corporations Healthcare International banking facilities Farmers/agriculture Athletic exhibitions Racing Ridesharing	
NBMC 5.04.095 City activities and city sponsored events exempted		Exemption for city-sponsored business activities
NBMC 5.04.100 Deductions	Discretionary deductions for: Non-profit organizations/corporations Public entities Interest on loans Repairs and maintenance Precious metal or monetized bullion Boarding homes Broadcasting	
Model Provision .110	Discretionary provision regarding application of tax to city business activities	
NBMC 5.04.140 Confidentiality, privilege and disclosure		Tax information is confidential and privileged, subject to disclosure under RCW 82.32.330



City Council Agenda Bill

SUBJECT:	Agenda Date: November 17, 2015			AB15-120																								
Public Hearing Cont., Ordinance Setting the Property Tax Regular Levy for 2016	Department/Committee/Individual																											
	Mayor Ken Hearing																											
	City Administrator – Londi Lindell																											
	City Attorney - Mike Kenyon																											
	City Clerk – Susie Oppedal																											
	Community & Economic Development – Gina Estep																											
	Finance Director – Dawn Masko			X																								
	Public Works Director – Mark Rigos																											
Cost Impact: N/A																												
Fund Source: General Fund																												
Timeline: by 11/30/15																												
Attachments: Ordinance (Option 1), Preliminary 2016 Property Tax Levy Limit Worksheet from King County, Public Hearing Notice																												
SUMMARY STATEMENT: The City of North Bend is required to annually adopt next year's Property Tax Levy Increase Ordinance on or before November 30 th of the current year. Three options for Council consideration are presented as follows: <u>Option No. 1 – 0% Increase (0% increase over 2015's actual regular levy)</u> Levy a regular property tax equal to the 2015 levy of \$1,470,306 plus ZERO-percent (0%) [\$0], new construction [\$35,765], annexations [\$4,144] and re-levy for prior year refunds [\$2,676] for a total 2016 Regular Property Tax Levy of \$1,512,891 ; or <u>Option No. 2 – 1% Increase (1% increase over 2015's actual regular levy)</u> Levy a regular property tax equal to the 2015 levy of \$1,470,306 plus one-percent (1%) [\$14,703], new construction [\$35,765], annexations [\$4,144] and re-levy for prior year refunds [\$2,676] for a total 2016 Regular Property Tax Levy of \$1,527,594 ; or <u>Option No. 3 – Banked Capacity (Total 2016 Allowable Levy)</u> Levy a regular property tax equal to the 2015 levy of \$1,470,306 plus one-percent (1%) [\$14,703], new construction [\$35,765], annexations [\$4,144], re-levy for prior year refunds [\$2,676] and the entire City's "banked capacity" available in the Allowable Levy [\$21,540] (which is in addition to the 1% increase of \$14,703) for a total 2016 Regular Property Tax Levy of \$1,549,134 . The 2015-2016 Adopted Biennial Budget includes \$1,535,225 for the 2016 property tax levy. While this levy amount assumed a zero percent increase, new construction and assessed valuation growth were slightly lower than projected in 2015. <i>The 2016 Budget Modification assumes Option No. 1 - a regular property tax levy equal to \$1,512,891.</i> A chart outlining the impact to the average home owner for all options is listed below.																												
<table border="1"> <thead> <tr> <th colspan="4">Impact to Average Home Owner (based on \$400,000 average home value)</th> </tr> <tr> <th></th> <th>Levy Rate</th> <th>Annual Amount</th> <th>Monthly Amount</th> </tr> </thead> <tbody> <tr> <td>Current - 2015</td> <td>\$1.44064</td> <td>\$576.26</td> <td>\$48.02</td> </tr> <tr> <td>Option No. 1</td> <td>\$1.40091</td> <td>\$560.36</td> <td>\$46.70</td> </tr> <tr> <td>Option No. 2</td> <td>\$1.41452</td> <td>\$565.81</td> <td>\$47.15</td> </tr> <tr> <td>Option No. 3</td> <td>\$1.43447</td> <td>\$573.79</td> <td>\$47.82</td> </tr> </tbody> </table>					Impact to Average Home Owner (based on \$400,000 average home value)					Levy Rate	Annual Amount	Monthly Amount	Current - 2015	\$1.44064	\$576.26	\$48.02	Option No. 1	\$1.40091	\$560.36	\$46.70	Option No. 2	\$1.41452	\$565.81	\$47.15	Option No. 3	\$1.43447	\$573.79	\$47.82
Impact to Average Home Owner (based on \$400,000 average home value)																												
	Levy Rate	Annual Amount	Monthly Amount																									
Current - 2015	\$1.44064	\$576.26	\$48.02																									
Option No. 1	\$1.40091	\$560.36	\$46.70																									
Option No. 2	\$1.41452	\$565.81	\$47.15																									
Option No. 3	\$1.43447	\$573.79	\$47.82																									

City Council Agenda Bill

Under Option #1, the 2016 property tax levy equates to a decrease from the current rate of \$1.44064 per \$1,000 assessed valuation to an expected rate of \$1.40091 per \$1,000 of assessed valuation. Accordingly, an average North Bend single-family home having a value of approximately \$400,000 would be assessed approximately \$47 per month in 2016 (as opposed to \$48 per month in 2015).

However, Council has the option of increasing by the 1% statutory limit above the regular 2015 levy and/or approving the use of banked property tax levy capacity. Council may wish to consider using such banked funds [\$21,540] for a dedicated purpose (e.g. pavement overlay projects, additional public safety resources and/or downtown development projects). Additionally, Council can choose to increase the regular levy rate at a percentage amount less than the 1% statutory limit.

A Public Hearing was held on November 3, 2015 regarding the 2016 Property Tax Levy and was continued to the November 17, 2015 City Council meeting.

COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed at the November 3rd Finance & Administration Committee and recommended approval, with the Option to be decided by the full Council.

RECOMMENDED ACTION: MOTION to approve AB15-120, an ordinance adopting the 2016 Regular Property Tax Levy, as set forth in Option No. 1 above (0% Increase), as a first and final reading.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 1, 2015	(AB15-114) Public Hearing Only	
November 17, 2015		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING 2016 PROPERTY TAX LEVIES CONSISTING OF THE CITY'S REGULAR LEVY AND A VOTER-APPROVED EXCESS LEVY FOR UNLIMITED GENERAL OBLIGATION BONDS INTEREST AND REDEMPTION

WHEREAS, the City Council of the City of North Bend has properly given notice of the public hearing held on November 3, 2015 to consider the City's revenue sources for the 2016 budget, including the consideration of possible increases in property tax revenues; and

WHEREAS, the City of North Bend's actual levy amount from the previous year was \$1,470,306; and

WHEREAS, the King County Assessor has notified the City Council of the City of North Bend that the assessed valuation of property lying within the boundaries of said City for the assessment year 2015 is \$1,079,936,240; and

WHEREAS, the City Council of the City of North Bend, after hearing and duly considering all relevant testimony presented, has determined that the City of North Bend should adopt a regular property tax levy in the estimated amount of \$1,512,891, which includes a 0% increase [\$0] in regular property tax revenue over the 2015 actual regular property tax levy [\$1,470,306], plus revenue resulting from the addition of new construction & improvements to property [\$35,765], plus revenue resulting from the relevy for prior year refunds [\$2,676], plus revenue resulting from annexations [\$4,144] in order to discharge the expected expenses and obligations of the City; and

WHEREAS, voters approved an excess property tax levy for unlimited general obligation bonds, proceeds of which were used to pay for the construction of a new fire station; and

WHEREAS, the City is required to set and establish the property tax levy rate for voted excess levies for general obligation bond issues approved by the voters, including subsequent refunded bond issues, subject to the limitations imposed by law; and

WHEREAS, the City of North Bend needs a tax levied to raise revenue to provide for the interest and redemption of voter-approved unlimited general obligation bonds for the fiscal year of 2016 in the amount of \$181,600 which tax is applicable to all taxable property within the City of North Bend; and

WHEREAS, the below is a true and complete listing of property tax levies for the City of North Bend for tax year 2016 and they are within the maximums established by law:

Regular (Statutory) Levy	
Expense Fund	\$1,510,215
Refunds	<u>\$2,676</u>
Total Regular Levy	\$1,512,891
 Excess (Voter Approved) Levy:	
G.O. Bonds Fund Levy	 \$181,600
Total Property Taxes Requested:	 <u>\$1,694,491</u>

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Regular Property Tax Levy. A regular property tax is hereby levied for year 2016 in the amount of \$1,512,891, which is a zero percent (0%) increase [\$0] to the amount of the 2015 actual regular property tax levy, and includes the addition of any new construction, annexations, and relevel for prior year refunds. This levy is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and any additional amounts resulting from any annexations and refunds made.

Section 2. Voter-Approved Excess Property Tax Levy for Unlimited General Obligation Bonds. In addition to the above regular property tax levy for the ensuing fiscal year of 2016, a tax is hereby levied to raise revenue to provide for the interest and redemption of voter-approved unlimited general obligation bonds for the fiscal year of 2016 in the amount of \$181,600. This tax is applicable to all taxable property within the City of North Bend.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force on January 1, 2016.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF NOVEMBER, 2016.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective: January 1, 2016

Susie Oppedal, City Clerk

PRELIMINARY

LEVY LIMIT WORKSHEET – 2016 Tax Roll

TAXING DISTRICT: **City of North Bend**

The following determination of your regular levy limit for 2016 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Library District

(Note 1)

Estimated Library rate: 0.42554

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
1,491,633	Levy basis for calculation: (2015 Limit Factor) (Note 2)	1,491,633
1.0100	x Limit Factor	1.0025
1,506,549	= Levy	1,495,377
24,825,620	Local new construction	24,825,620
0	+ Increase in utility value (Note 3)	0
24,825,620	= Total new construction	24,825,620
1.44064	x Last year's regular levy rate	1.44064
35,765	= New construction levy	35,765
1,542,314	Total Limit Factor Levy	1,531,142
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
1,542,314	Total Limit Factor Levy + new lid lifts	1,531,142
1,077,042,240	÷ Regular levy assessed value less annexations	1,077,042,240
1.43199	= Annexation rate (cannot exceed statutory maximum rate)	1.42162
2,894,000	x Annexation assessed value	2,894,000
4,144	= Annexation Levy	4,114
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
1,542,314	+ Limit Factor Levy	1,531,142
1,546,458	= Total RCW 84.55 levy	1,535,256
2,676	+ Relevy for prior year refunds (Note 5)	2,676
1,549,134	= Total RCW 84.55 levy + refunds	1,537,932
	Levy Correction: Year of Error _____ (+or-)	
1,549,134	ALLOWABLE LEVY (Note 6)	1,537,932
Increase Information (Note 7)		
1.43447	Levy rate based on allowable levy	1.42410
1,470,306	Last year's ACTUAL regular levy	1,470,306
36,243	Dollar increase over last year other than N/C – Annex	25,071
2.47%	Percent increase over last year other than N/C – Annex	1.71%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	1,079,936,240
	x Maximum statutory rate	3.17446
	= Maximum statutory levy	3,428,214
	+Omitted assessments levy	0
	=Maximum statutory levy	3,428,214
	Limit factor needed for statutory levy	Not usable

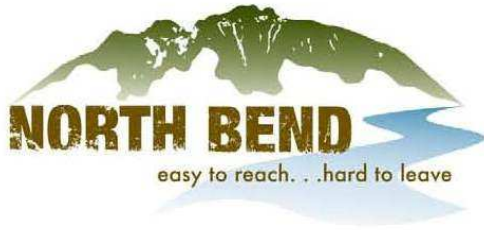
ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.

Please read carefully the notes on the reverse side.

11/12/15 3:12 PM
LevyLimitWS.doc

Notes:

- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omitted assessments are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) ***Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.***



**LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington**

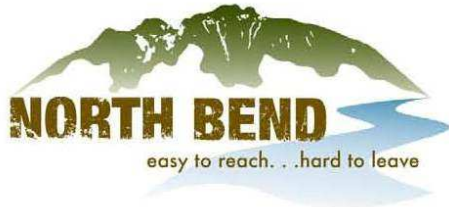
NOTICE OF PUBLIC HEARING

Notice is hereby given that the North Bend City Council will hold a public hearing to receive comments on setting the Property Tax Levy for 2016. The hearing will take place during the Regular City Council Meeting on Tuesday November 3, 2015, 7:00 P.M., at the Mt Si Senior Center, 411 Main Avenue South, North Bend, WA.

Comments may be submitted in writing to the City Clerk's Office at City Hall, 211 Main Avenue N. (P.O. Box 896) North Bend, WA 98045, up to the close of business, (4:30 P.M.) Monday, November 2, 2015 or verbally during the public hearing.

Further information is available by contacting Assistant City Administrator/Finance Director Dawn Masko at (425) 888-7630.

Published: October 28 and November 4, 2015
Posted: October 20, 2015



City Council Agenda Bill

SUBJECT:		Agenda Date: November 17, 2015		AB15-121
Public Hearing and Ordinance Adopting Modification to 2015-2016 Biennial Budget 1545		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance Director– Dawn Masko		X
		Public Works Director – Mark Rigos		
Cost Impact:				
Fund Source:				
Timeline:				
Attachments: Public Hearing Notice				
COMMITTEE REVIEW AND RECOMMENDATION:				
RECOMMENDED ACTION: Public Hearing Only				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>		<i>Vote</i>	
November 17, 2015				



**LEGAL NOTICE
CITY OF NORTH BEND
King County, Washington**

NOTICE OF PUBLIC HEARING

Notice is hereby given that the North Bend City Council will hold a public hearing to receive comments on the 2015/2016 Mid-Biennium Budget Modification. The hearing will take place during the Regular City Council Meeting on Tuesday, November 17, 2015, 7:00 P.M., at the Mt Si Senior Center, 411 Main Avenue South, North Bend, WA.

Comments may be submitted in writing to the City Clerk's Office at City Hall, 211 Main Avenue N. (P.O. Box 896) North Bend, WA 98045, up to the close of business, (4:30 P.M.) Monday, November 16, 2015 or verbally during the public hearing.

For additional information on the proposed 2015/2016 Mid-Biennium Budget Modification please contact City Hall at (425) 888-1211.

Published: November 4 and November 11, 2015

Posted: October 27, 2015



City Council Agenda Bill

SUBJECT:		Agenda Date: November 17, 2015	AB15-122
A Motion Authorizing an Interlocal Agreement with Si View Metropolitan Park District for the Maintenance of Torguson Park and upon Satisfaction of the Conditions, Transfer of a ½ Interest of the Park	Department/Committee/Individual		
	Mayor Ken Hearing		
	City Administrator – Londi Lindell		X
	City Attorney - Mike Kenyon		
	City Clerk – Susie Oppedal		
	Community & Economic Development – Gina Estep		
	Finance – Dawn Masko		
	Public Works – Mark Rigos		
Cost Impact: Payment of Park Impact Fees over 5 Years from 2016-2020: \$274,504			
Fund Source: Park Impact Fees			
Timeline: ILA commences January 1, 2016			
Attachments: Interlocal Agreement with Exhibits A - D			
<p>SUMMARY STATEMENT:</p> <p>Torguson Park is the City of North Bend’s largest active park facility (“Park”). Council recently prioritized expenditure of park impact fees and investing in active recreation received one of the highest rankings by Council. This 17.3-acre facility consists of six ball fields, a soccer field, restrooms, an 8,100 square foot skateboard park, picnic facilities, bike racks, informal BMX dirt bike track, tot lot, climbing tower, and a parking lot for 190 vehicles. The fields are used from mid-May through Thanksgiving for league play, tournament play and sport camps. Council adopted the 2010 Torguson Park Master Plan to insure future development is consistent with Council policy direction. Council has approved investing park impact fees to construct a restroom/concession facility in the middle of the quad fields and authorized accepting a grant to construct a new trail system around the Park with exercise stations; an entry plaza and various other improvements. Those improvements and/or the prior allocation of park impact fees by prior City Council action are not the subject matter of this Agenda Bill.</p> <p>The Park is a very popular, heavily used facility and actually is used by many non-City residents. Council was concerned that North Bend citizens may be subsidizing and paying for a regional park. Further, the City of North Bend is a full service City which delivers police, fire, water, sewer, streets and other customary City services to its citizens. Council has prioritized its delivery of government services as follows: (1) Public safety; (2) Maintain basic infrastructure (e.g. streets, water, sewer); (3) Deliver other City services. Because of constrained City revenues and rising costs associated with police and fire services and with delivering water and sewer services, Council has been unable to maintain its parks in the manner its wishes. Conversely, the Si View Metropolitan Park District (MPD) was formed solely to focus on park development and maintenance. Having this single agenda has allowed the MPD to maintain its park facilities at a much higher level of service than City park facilities. North Bend has also had a history of prior successful partnerships with the MPD on the Tollgate Farm Park and at the Train Depot Park. Thus, Council directed staff to analyze whether or not a partnership was possible with the MPD in order to improve the level of service at Torguson Park to deliver an improved park to both the citizens of North Bend and other regional users of the Park.</p> <p>Negotiations with MPD commenced in 2014 and Council received presentations and briefings on these negotiations on the following dates:</p> <ul style="list-style-type: none"> • November 18, 2014 Special Council Work Study Meeting; • February 6, 2014 Council Retreat; • June 30, 2015 Special Council Work Study Meeting; and • August 25, 2015 City Council Work Study Meeting <p>Council reviewed various drafts of the attached Interlocal Agreement and discussed some of the questions which the parties were seeking to answer in the Agreement, including the following:</p> <ul style="list-style-type: none"> • What is a reasonable annual maintenance cost to attribute to maintaining the Park? The City believes we will be able to reallocate approximately \$100,000 of labor hours a year. MPD calculates this cost 			

City Council Agenda Bill

at \$180,000 a year. However, because labor laws and existing collective bargaining agreements do not allow the City to layoff employees as a result of this proposed Agreement, there will be no actual monetary savings, just staff efficiencies as a result of the MPD assuming work that otherwise is currently being performed by City employees.

- How many years should MPD be required to maintain the Park before receiving a property interest in the Park?
- Should MPD pay the City to acquire an interest in the Park or should the City pay MPD to be relieved of the annual maintenance cost associated with the Park?
- What type of changes to the Park could be made in the future and what plan should be followed for future Park improvements-the City's Master Plan or a future MPD plan?
- Who should pay for utilities?
- Who should schedule recreational activities at the Park?

The attached Interlocal Agreement (ILA) answers the foregoing questions and contains the following pertinent provisions:

- The MPD agrees to keep all the existing recreational facilities and must obtain the City's consent if they wish to materially modify these improvements. See Section 1(c)
- The MPD agrees to schedule use of the Park. See Section 2
- The MPD agrees to comply with the terms of the City's prior Agreements with the Little League and the Soccer Association for the use of the Park. See Section 2
- The MPD agrees to assume all responsibility for maintenance, repair and operation of the Park on January 1, 2016 at a higher level of service than performed by City staff which is set forth in Exhibit C which also is consistent with best industry standards. See Section 3 and Exhibit C
- Park Project. Even though the MPD will take over maintenance of the Park starting January 1, 2016, the City will continue with its capital project to build a restroom/concession project, trail and entry plaza using park impact fees. See Section 4
- The City will pay utility costs during the first 5 years. At the end of 5 years, the parties will meet to agree upon an equitable distribution of the utility costs.
- All payments made by the City to MPD under this ILA are from park impact fees to be spent on a project to connect the Si View Park with the Train Depot Park or another North Bend park project mutually agreed to by the parties. See Section 8 and Exhibit D
- At the end of 5 years, if MPD has performed all of the maintenance and its other agreements, the City will convey a ½ interest in the Park to MPD, with a restrictive covenant adopting the City's Master Plan and providing that future amendments will be by City Council and MPD approval. See Section 9
- If MPD encounters financial difficulty because it's a junior taxing district it may reconvey the Park back to the City and stop maintaining the Park. See Section 10
- The parties provide reciprocal indemnifications. See Section 11
- Term. The original term is for 10 years and then automatically renews for successive 10 years renewals. If MPD terminates, there is a reconveyance back of the property interest in the Park to the City. See Section 16

COMMITTEE REVIEW AND RECOMMENDATION: The City Council reviewed a similar Interlocal at its August 26, 2015 Workstudy and recommended approval.

RECOMMENDED ACTION: MOTION to approve AB15-122, authorizing the Mayor to enter into an Interlocal Agreement with Si View Metropolitan Park District regarding Torguson Park.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
November 17, 2015		

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NORTH BEND AND SI VIEW
METROPOLITAN PARK DISTRICT
FOR DEVELOPMENT, MAINTENANCE, SCHEDULING AND
OPERATIONS OF TORGUSON PARK**

THIS AGREEMENT is dated effective the 1st day of January 2016 and is made between the City of North Bend (the “City”) and Si View Metropolitan Park District (the “District”).

I. RECITALS

WHEREAS, the City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW; and

WHEREAS, the District is a municipal corporation of the State of Washington, organized and operating under 35.61 RCW; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, the City and the District are stewards of public lands in the City, and the parties recognize that through cooperation, these publicly-held lands can be used to meet broader community needs for recreation and open space than either party can provide separately; and

WHEREAS, the City and District have reached an agreement regarding joint use of Torguson Park (“Park”), maintenance and operation of the Park by the District, and subsequent joint ownership of the Park by the City and the District;

NOW, THEREFORE, it is agreed by and between the City and the District as follows:

II. AGREEMENT

1. Scope and Purpose.

- a. Description of Property and Improvements. The subject of this Agreement is the development, maintenance, scheduling and operation of the Park, a 17.3 acre facility consisting of six ball fields, a soccer field, restrooms, a skateboard park, picnic facilities, a BMX dirt bike track, a tot lot, a climbing tower, and a parking lot (the “Property”). The Park and its improvements are identified and depicted on the attached Exhibits A-1 and A-2, respectively (the “Property”).
- b. Joint Use of Property. The parties agree that during the term of this Agreement, the Property and its improvements are intended to be used jointly for recreation purposes for the benefit of the District and the City at large.

- c. Minimum Recreation Improvements. The existing recreational facilities and improvements described in subsection (a) above and on Exhibits A-1 and A-2 shall remain during the term of this Agreement. In the event the District wishes to materially modify these improvements, the District must obtain the City's consent.
2. Scheduling and Use. The District shall manage and schedule the use of all Property amenities. The City and District sponsored programs shall have priority scheduling over other entities. To ensure scheduling priority, the City and the District shall be required to reserve usage of the Property at least 30 days prior to a City or District event date. Nothing in this Agreement confers exclusive use of the Property to the District. The District agrees to provide the use of the Property to the Little League and the Soccer Association pursuant to those certain agreements entitled Right of Entry and Field Use Agreement Between the City of North Bend and Snoqualmie Valley Little League dated February 5, 2014 and Field Use Agreement Between the City of North Bend and Snoqualmie Valley Youth Soccer Association, copies of which are attached hereto as Exhibit B and incorporated by this reference.
3. Maintenance, Repairs, and Operation. Effective January 1, 2016, the District shall be responsible for all regular, customary and ongoing maintenance, repairs, and operation of the Property, including but not limited to, mowing, ballfield preparation, irrigation, landscape maintenance, supplies and refuse collection and at the frequency and as more specifically described on the attached Exhibits C.
4. Torguson Park Project.
 - a. Description of Project. The City has planned and allocated funds for a Torguson Park project including a restroom/concession building to be located within the backstop area of the western ball fields quad, together with associated electrical, water, and sewer connections and paving improvements; an 8 foot wide paved trail network connecting the park; and a gathering plaza next to the parking lot (the "Project").
 - b. Connection Fee. The City will pay the connection fees for the Project to be connected to public sewer and water utilities.
 - c. Maintenance of Project. Once completed, the Project shall also be maintained, repaired and operated by the District pursuant to Section 3 of this Agreement.
5. Fees and Charges. User fees for the use of the Property shall be the subject of written fee schedule agreed to between the City and the District.
6. Security. The District shall be responsible for the security of the Property provided; however, the Property shall continue to be patrolled by the City Police Department in the same manner that all other City parks are patrolled.

7. Utility Expenses. The City will pay utility costs during the first five (5) years of this Agreement. Once a one-half interest in the Property has been conveyed to the District pursuant to Section 9 of this Agreement, the parties will meet to negotiate an equitable distribution of the payment of utility costs among the parties. Both parties agree to use best efforts to minimize increases to utility costs when making any improvements made to the Property. The City shall install deduct meters on the Property to distinguish between various types of water accounts.

8. City Contributions.
 - a. Park Impact Fees for Park Project. In consideration of the promises contained in this Agreement and in order to acquire property from King County and/or construct improvements for that certain project commonly known as the “Park Path Connection between Si View and the Train Depot” as shown in the schematic drawing attached as Exhibit D and incorporated by this reference (“Connector Project”), or in order to construct such other park improvements within North Bend as agreed to by the City Administrator and Executive Director of the District, the City shall pay the District the following amounts from park impact fees during the first five (5) years of the term of this Agreement:

2016	\$91,497
2017	\$73,203
2018	\$54,902
2019	\$36,602
2020	\$18,300

 - b. Allocation of Additional Park Impact Fees. To the extent that the City collects park impact fees from developers during the term of this Agreement and any portion of those park impact fees are allocated by the City to the Park, the City may remit those impact fees to the District for the purpose of constructing park improvements identified in the City’s Capital Facilities Plan, subject to the District’s consent to receive such funds and to be responsible for making such park improvements. It is within the sole discretion of the City what, if any, improvements for the Park are included in the City’s Capital Facilities Plan. Any additional improvements and agreements regarding such improvements between the City and the District will be evidenced by an amendment to this Agreement.

9. Conveyance to District. Provided that the District has fulfilled all of its duties and responsibilities under this Agreement for the Agreement’s full term as set forth in Section 16, the City shall then convey an undivided on-half interest, as tenants in common ownership of the Property to the District. The consideration for the conveyance is the District’s maintenance, repair, and operation of the Property during the Agreement’s full term.

- a. The conveyance of ownership shall include a restrictive covenant that the Property shall continue to be operated, maintained, and improved by the District in accordance with the Torguson Park Master Plan, passed by the City in Resolution 1475 on September 7, 2010 (“Master Plan”).
 - b. The parties acknowledge that the Master Plan may be amended through public process and action by the North Bend City Council. Any significant modifications of the Master Plan will include the District’s Commission review and approval of such significant amendment.
- 10. Re-conveyance by the District. If during the term of this Agreement, the District’s regular property tax levy is subject to prorationing under with the \$5.90 statutory aggregate levy limit (Chapter 84.52 RCW) or the constitutional 1% aggregate levy limit (Article VII, Section 2 of the Washington State Constitution) or the District is unable to obtain voter approval for an excess operations and maintenance levy, in either case resulting in financial hardship, as determined by the District, the District in its discretion may convey back to the City its ownership interest in the Property.
- 11. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein.
- 11. Indemnification.
 - a. The City shall indemnify, defend, and hold harmless the District, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the City, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the District, its agents, or employees caused or contributed thereto. In the event that the District shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the City shall, in addition to indemnifying and holding the District harmless from any liability, indemnify the District for any and all expenses incurred by the District in defending such claim or suit, including reasonable attorney’s fees.
 - b. The District shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the District, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the District shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorney’s fees.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement that prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
13. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
14. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
15. Entire Agreement and Modifications. This Agreement constitutes the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.
16. Term and Termination. The term of this Agreement shall commence on the date first shown above and shall be in effect for a period of ten (10) years. This Agreement will automatically renew for successive ten (10) year terms unless either party elects to terminate it by providing written notice to the other party at least 12 months prior to the proposed termination date. In the event the District elects to terminate this Agreement and Section 9 has resulted in a conveyance of an undivided one half ownership interest in the Property, then the District shall reconvey the Property back to the City immediately upon such termination.
17. Filing with Auditor and Interlocal Cooperation Act Compliance. This Agreement shall be filed with the King County Auditor or listed by subject on the City's website or other electronically retrievable public source, pursuant to RCW 39.34.040. No separate legal entity has been created pursuant to this Agreement, and the City and District do not intend to jointly acquire or hold title property the under the terms of this Agreement. The disposition of the Property at the end of the term of the Agreement is provided for in Section 9.
18. Insurance.
 - a. The City shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name the District as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the City's membership in a municipal self-

insurance pool, including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the District.

- b. The District shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage, and name the City as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the District's membership in a municipal self-insurance pool including evidence of limits of coverage, exclusions, and limits of liability satisfactory to the City.
19. Dispute Resolution. If a dispute arises between the parties concerning the performance of any provision of this Agreement or the interpretation thereof, the parties agree to follow the procedures set forth herein. It is the goal of the parties to resolve differences as early in this step-process as possible.
- a. Step One – Informal Discussions. Each party shall designate a representative, and the designated representatives shall meet and attempt to resolve the dispute. This step may involve more than one meeting.
 - b. Step Two – Written Notification and Resolution. If informal discussions are not successful, then the aggrieved party shall mail, via certified mail, written notice of the dispute to the other party as set forth in Section 22 of this Agreement. The notice shall set forth the nature of the dispute and the desired outcome. A written response shall be provided by the recipient of the notice within ten (10) days' receipt of the certified, mailed notice. The response to the notice shall include the respondent's version of the dispute and a proposed resolution. The parties shall then meet within (10) business days following respondent's answer to determine whether the dispute can be resolved amicably. If the dispute is amicably resolved, the parties shall sign a memorandum of understanding with regards thereto.
 - c. Step Three – Mediation. If the parties are unable to resolve their differences at Step Two, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the parties. Mediation shall be non-binding but a condition precedent to having the dispute resolved pursuant to Step Four - Arbitration, below. Mediation shall commence, unless otherwise agreed, within thirty (30) days of a party's written request to the other party for mediation of a dispute. Any resolution of the dispute at this stage shall be reduced to writing and, if the resolution involves an interpretation of the Agreement herein, the Agreement herein shall be amended to include the interpretation.
 - d. Step Four – Arbitration. If the parties are unable to resolve their differences at Step Three, the dispute will be resolved by arbitration. A written notice requesting arbitration must be delivered to the other party. The parties will

select an arbitrator by mutual agreement. If the parties cannot agree on an arbitrator within 10 working days after service of the arbitration request, then the dispute shall be referred to Judicial Arbitration and Mediation Services, Inc. ("JAMS"), and an arbitrator will be selected either by agreement of the parties or at random by JAMS if the parties cannot agree upon an arbitrator.

20. Discrimination Prohibited. Neither party shall discriminate against any employee or any person seeking service under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental or physical handicap.
21. Applicable Law, Venue, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the venue shall be exclusively in the Superior Court for King County, Washington, and the substantially prevailing party shall be entitled, in addition to any other relief, to an award of attorney's fees, expert witness fees, and costs of suit.
22. Administrators/Notices. The Administrators listed below, or their successors, shall be the contact persons responsible for all notices and communications regarding the performance under this Agreement.

CITY OF NORTH BEND

SI VIEW M.P.D.

Londi Lindell
City Administrator
P.O. Box 896
North Bend, WA 98045

Travis Stombaugh
Executive Director
P.O. Box 346
North Bend, WA 98045

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below.

CITY OF NORTH BEND

SI VIEW METROPOLITAN PARK DISTRICT

By: _____
Kenneth G. Hearing, Mayor

By: _____
Executive Director, Travis Stombaugh

Date: _____

Date: _____

Attest: _____
Susie Oppedal, City Clerk

Attest: _____

Approved As To Form:

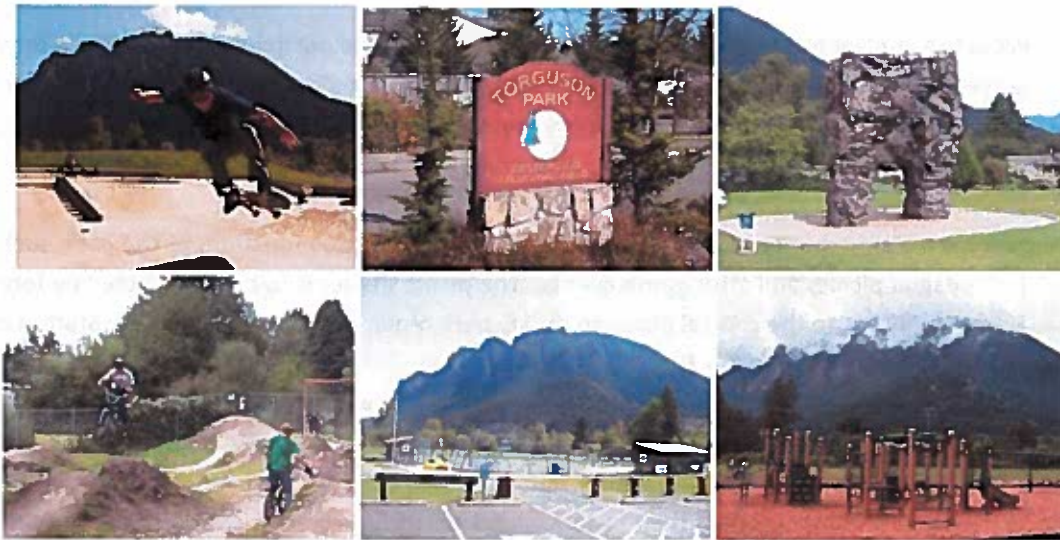
Michael R. Kenyon, City Attorney

Approved As To Form:

Bruce Disend, District Attorney



City of North Bend 2010 Torguson Park Master Plan and Site Plan



Introduction

In 2006, the City of North Bend adopted the Torguson Park Master Plan, as prepared by Jay Rood Landscape Architecture and D.A. Hogan and Associates, and as guided by the Parks Commission. While the 2006 plan has been a valuable tool for the planning for Torguson Park, a significant number of changes have occurred at Torguson Park since its adoption, some of which have implemented the plan, and others of which were not anticipated in the plan. Facilities added since the adoption of the 2006 plan include the completion of the soccer field, completion of the upgrades to the youth softball field, the new parking lot, and the tot lot, and the climbing tower. Some of these facilities were installed in locations different from that provided on the 2006 plan.

Because of these changes, many aspects of the 2006 Torguson Park Master Plan are now out-of-date. In addition, the 2006 plan did not provide for trails or landscaping, important features for the completion of this park.

Staff and the Parks Commission have worked over the spring of 2010 to update the master plan for Torguson Park, to create a more complete and comprehensive Master Plan that addresses both site improvements and landscaping. The proposed improvements have been guided by public input provided during the update to the 2009 Parks Element of the Comprehensive Plan, a public workshop held on June 23, and additional input from the Parks Commission, City staff, and residents.

2010 Torguson Park Master Plan Key Recommendations

The following recommendations describe the improvements and additional facilities proposed for Torguson Park over the course of the next decade, and are depicted on the Torguson Park Master Site Plan. These improvements are consistent with the 2009 Parks Element of the Comprehensive Plan and Parks Capital Facilities Plan.

1. **Provide a central plaza.** A concrete central plaza area at the north end of the parking lot will serve as a commons for gathering and a "family support area", linking the restrooms, picnic shelter, tot lot, and parking area. The exact design and landscaping of the plaza should be developed at a later date, through a contract for design and construction, but should reflect the general concept as shown on this master plan.
2. **Provide a picnic shelter.** This is an important feature for group functions at the park, such as little-league picnics and after-game events. The picnic shelter is to be constructed by John Day Homes adjacent to the central plaza, to satisfy park requirements for the Ranger Station cottage subdivision to be located on Thrasher Avenue.
3. **Provide a paved trail system.** An 8-foot wide paved trail will connect through park, linking facilities of the park with one another and with pedestrian access points into the park. The main loop of the trail surrounding the youth baseball field and soccer field will include ¼ mile marks to inform trail users of their distance, and will include 6 exercise stations to provide multi-aerobic workout opportunities. An easement across the commercial property at the southwest corner of the park (barber shop and pizza place) should be obtained upon redevelopment of that property to provide improved pedestrian access to the southwest corner of the park from North Bend Way and to provide an eventual connection to the City's proposed downtown loop trail, as envisioned in the Downtown Master Plan.
4. **Landscaping the park.** Landscaping will be provided to provide the finishing touches at the park and provide shading. Landscaping will include parking lot landscaping, plaza landscaping, and additional trees along the back of residences along Thrasher Avenue to provide screening and a more defined park boundary to enhance privacy for the residents.
5. **Provide additional picnic tables and benches.** Additional picnic tables should be located around the plaza and tot lot area. Benches should be provided at the tot lot, at the climbing tower and in key locations on the trail system, including the donated memorial bench from the Lewallen family.
6. **Relocate and improve the batting cages.** To accommodate the location of the picnic shelter, the batting cage will be relocated to the north, adjacent to the other existing batting cage. The batting cages will be eventually replaced with cages of a more permanent nature, including fencing and netting.
7. **Upgrade Westerly Ballfields.** The existing westerly five fields will be refurbished and upgraded to a sand base to eliminate trip hazards and uneven surfaces through re-grading, placement of

sand base, re-seeding, etc., and the fields installed with irrigation and drainage systems. The backstops will be replaced, with larger canopies provided over the home plates.

8. **Upgrade the Skate Park.** The skate park area will be improved with additional facilities to better serve the growing population at this popular facility. Further planning of the facilities will be done at a later date with a skate park plan.
9. **Continue the current operation of the BMX Park.** The BMX park is an informal area maintained and arranged by volunteers for BMX bicycle use. This arrangement has worked well, and will continue as it has been operating.

Implementation Details

The following provides additional details for the features and facilities to be added, as well as estimated costs.

1. Landscape Improvements:

a. Area 1 - Parking Lot landscaping:

- i. 32 Red Cascade Mountain Ash (@ \$100 ea + \$100 ea labor) = \$6,400
- ii. 90 5-gallon size shrubs (@ \$18 ea + \$40 ea labor) = \$5,220
- iii. 1250 1-gallon size groundcover for parking islands (@ \$5 ea + \$5 ea labor) = \$12,500
- iv. soil amendments in islands = \$2,000
- v. beauty bark = \$2,000
- vi. Mobilization, delivery, tax and contingency (add 30% of costs) = \$8,436
- vii. TOTAL: \$36,556

- b. **Area 2 – New Thrasher Avenue Entrance and Parking Lot:** (This is a John Day Homes obligation for the park requirements of the Ranger Station Cottages. The landscaping for this area will be submitted to the City for approval in conjunction with the construction plans for the parking lot, and should be generally consistent with the conceptual design shown on this master plan.

c. Area 3 – Supplemental Thrasher Avenue Homes screening: REVISE PER WORKSHOP

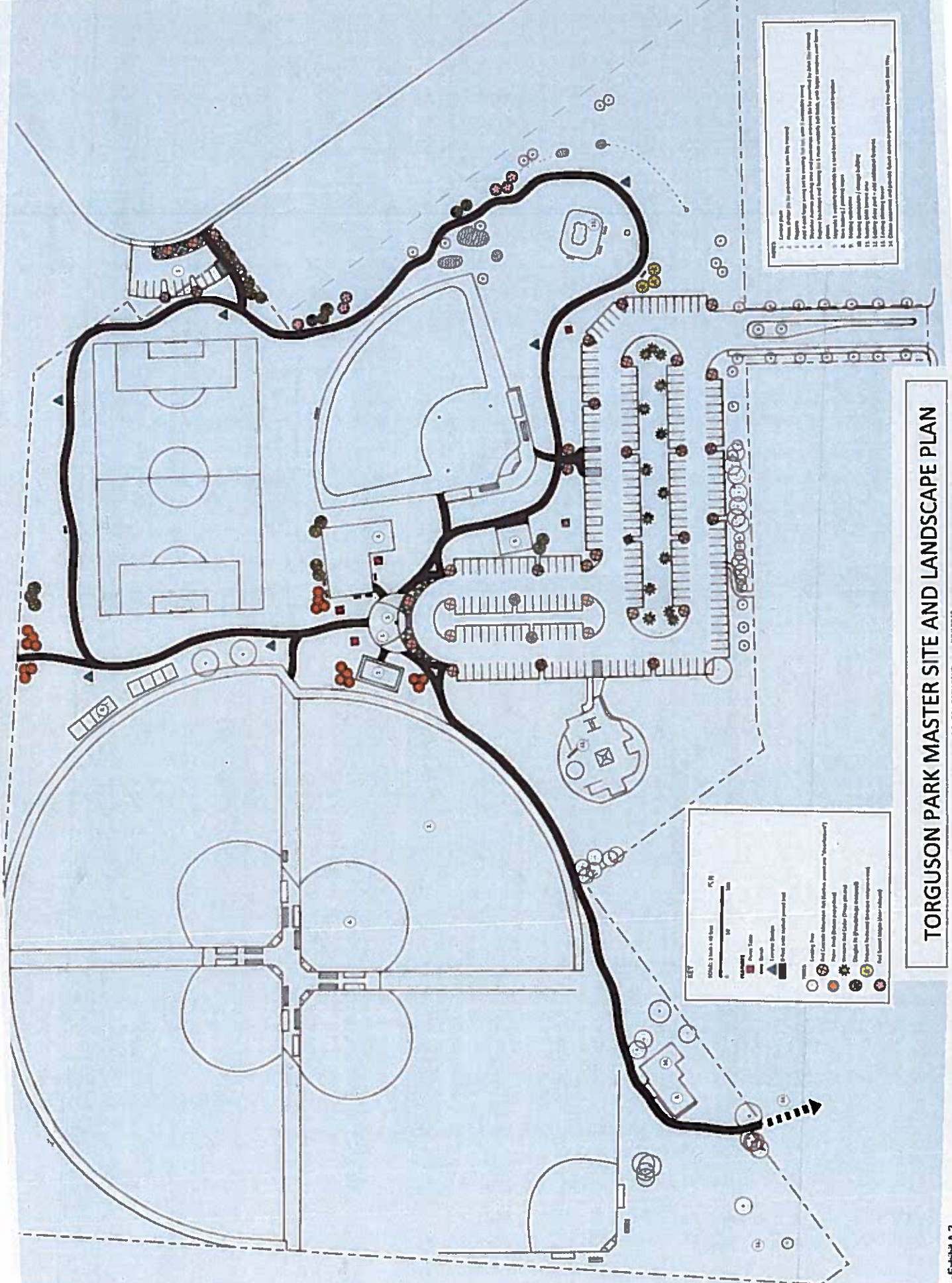
- i. 5 Douglas fir (@ \$40 ea + \$100 ea labor) = \$700
- ii. 6 Red Sunset Maple (@ \$100 ea + \$100 ea labor) = \$1,200
- iii. TOTAL: \$1,900

d. Area 4 – Plaza / tot lot area (designed in conjunction with plaza improvements) and north boundary:

- i. 18 Paperbark birch trees (@ \$100 ea + \$100 ea labor) = \$3,600
- ii. 7 Douglas fir trees (@ \$40 ea + \$100 ea labor) = \$980
- iii. 30 5-gallon size shrubs (@ \$18 ea + \$40 ea labor) = \$1,740
- iv. 250 1-gallon size groundcover (@ \$5 ea + \$5 ea labor) = \$2,500
- v. Soil amendments = \$1000
- vi. Beauty bark = \$1000

- vii. Mobilization, delivery, tax, and contingency (add 30% of costs) = \$3,246
 - viii. TOTAL: \$14,066
- 2. **Trail Improvements:** All trail improvements are 8-foot wide asphalt paved trail, including geotextile underlayment and 4" gravel underbase.
 - a. **John Day Homes trail obligation:**
 - i. From new pedestrian entrance on Thrasher Avenue to the Picnic shelter, between soccer field and youth softball field.
 - ii. Total of 400 linear feet.
 - b. **City Phase 1 Trail Improvements:**
 - i. Loop trail around soccer field, youth baseball field and climbing wall.
 - ii. Total of 2045 linear feet @ \$35/lf (including installation) = \$71,575.
 - iii. Re-grading and removal of blackberries at drainage area east of youth baseball field to accommodate trail construction. Includes excavation, haul, grading and reseeding = \$2,000
 - iv. 6 exercise stations (@\$900 each) = \$5,400.
 - v. Wood chip base and landscape timber perimeter border for 10 x 15 area for exercise stations (30 cubic yards @ \$35/cy + \$1,200 for excavation and timbers) = \$2,250 (including installation)
 - vi. 5 benches with concrete pads (2 at climbing tower) @ \$1400 ea. (including installation) = \$7,000
 - vii. Mobilization, tax and and contingency (add 30% of costs) = \$26,458
 - viii. TOTAL: \$114,683
 - c. **City Phase 2 Trail Improvements:**
 - i. Trail from plaza to western pedestrian entrance behind the Pizza Place.
 - ii. Total of 750 linear feet @ \$35/lf (including installation) = \$26,250.
 - iii. Includes removal of temporary chain link fencing at the rear of the skate park.
 - iv. Mobilization, tax, and contingency (add 30% of costs) = \$7,875
 - v. TOTAL: \$34,125
- 3. **New Pedestrian Entrance and Small Parking Area on Thrasher Avenue.**
 - a. This is an obligation of John Day Homes for the Ranger Station Cottages Subdivision.
 - b. To be designed at a later date, but in conformance with this master plan.
- 4. **Picnic Shelter** – Construction of the basic structure is a John Day Homes obligation for the Ranger Station Cottages Subdivision. To be constructed per the plans for the picnic shelter at Snoqualmie's Centennial Fields Park. Additional related City tasks and facilities:
 - a. Re-locate the existing batting cage to the north (to be eventually replaced by permanent facilities).
 - b. Trenching conduit and installing wiring (from bathroom) for future lighting improvements at plaza and picnic shelter, including labor (230' @ \$20/lf) = \$4,600
 - c. Barbeque grills – 4 standard park grills @ \$180 each + \$500 for installation and bases = \$1,220.
 - d. Mobilization, tax and contingency (add 30% of costs) = \$1,746

- e. TOTAL: \$7,566
- 5. **Central Plaza. Includes:**
 - a. Concrete plaza, stairs and additional asphalt paving for trail connections in plaza area = \$54,000 (est. from Parks CIP, including tax and installation)
 - b. Relocate existing flagpole, including labor and materials = \$300
 - c. 3 new picnic tables, including concrete slab (2 around tot lot, 1 by restrooms @ \$1,500 ea, including installation) = \$4,500
 - d. Additional new waste/recycling receptacles - (1 at tot lot, 1 at restroom, 1 at each end of picnic shelter @ \$350 each) = \$1400
 - e. (Plaza landscaping included in Area 4 landscaping, above).
 - f. Loop bicycle rack at closest parking stall to plaza = \$400
 - g. Mobilization, tax, and contingency of items except plaza (add 30% of costs) = \$1,980
 - h. TOTAL: \$62,580.
- 6. **Tot Lot Improvements. Includes:**
 - a. 5 benches with concrete pads @ \$1400 each = \$7,000
 - b. 3-leg heavy duty Swings – 8' high 4-swing unit = \$1,800
 - c. 1 accessible swing seat = \$500.
 - d. Mobilization, delivery, tax, installation and contingency (50% of material costs) = \$4,650
 - e. TOTAL: \$13,950.
- 7. **Upgrade of Westerly Ballfields:**
 - a. New Backstops for 5 fields and new batting cages. Estimate from Parks CIP of \$114,260.
 - b. New sand based turf improvements for 5 westernmost fields, including drainage improvements and irrigation system. Estimate from Parks CIP of \$2,120,450.
- 8. **Skate Park Improvements.** Estimate from 2006 Torguson Park Master Plan of \$50,000. To be planned and designed at a later date.



TORGUSON PARK MASTER SITE AND LANDSCAPE PLAN

CITY OF NORTH BEND MAY 2010

EXHIBIT B

- 1) Right of Entry and Field Use Agreement between the City of North Bend and Snoqualmie Valley Little League
- 2) Field Use Agreement Between the City of North Bend and Snoqualmie Valley Youth Soccer Association

Copy of these contracts are on file with the City Clerk.



Maintenance Department

Specifications for Park Maintenance

Updated August 2015

1. Site Conditions

- All services provided by the District shall be consistent with quality standards of the grounds maintenance industry and of similar quality as preformed at the Si View Park, Pool and Community Center facility.
- The District employee shall be responsible for surveying the park prior to performing any maintenance work and deciding if it is safe and appropriate for the work they are intending to perform. If there is any doubt regarding safety of park visitors, themselves or equipment, they will notify the Operations Manager for direction.

2. Personnel

- The District shall have in its employ, or under its control, sufficient qualified and competent personnel to perform work promptly and in accordance with a schedule or work program.
- The District shall employ only such workers as are skilled in the tasks to which they are assigned. District Employees shall act appropriately and professionally at all times. Offensive language, gestures or actions while performing work for the District are not acceptable.

3. Safety Standards

- The District's employees shall be especially aware of the large number of children in this community, and shall take necessary precautions to safeguard their well-being.
- The District's employees shall follow all applicable safety standards including operating all equipment in conformance with the manufacturer's operating instructions for each, and in compliance with federal, state, and local safety standards and requirements.
- Precautions shall be exercised at all times for the protection of persons, (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with applicable safety provisions.

- Lawn mowing discharge shall at all times be aimed away from people, buildings, children and vehicles. Mower guards must be used as intended at all times for safety.
- Mowers weed trimmers and other equipment shall be properly maintained to operate at "normal" operating sound levels.

4. Property Damage

- The District shall be acquainted with the location of utilities, which may be encountered or be affected by our work, and shall be responsible for damage caused by neglect to provide proper precautions or protection.
- The District shall repair or replace, to its original state, any landscape damaged by failure to provide proper and adequate protection.

5. Frequency

- Landscape Maintenance shall take place according to the District's frequency table.

6. Inclement Weather Rescheduling

- Inclement weather shall be defined as weather that makes the accomplishment of quality work unfeasible, unusually time consuming, or potentially dangerous, or harmful.
- The District's Operation Manager, or his designee, decides when maintenance schedules get altered and when games get canceled due to inclement weather.

7. Work Hours

- The District shall not operate lawn mowers, blowers, line trimmers, or other noise generating machinery outside of the hours of 7:00 a.m. and 8:30 p.m.

8. Mowing

- All formal turf shall be maintained to a height of two inches.
- All rough turf and bio swales shall be maintained to a height of three to four inches.

9. Trimming

- The District shall be responsible at every lawn mowing for trimming around trees, sign posts, fencing, near buildings, in curbs and gutters, around all dumpsters and dumpster area, etc. and any other part of the lawn area where the lawn mowers may not be able to reach during routine mowing. Areas to be trimmed shall be brought to the same level as the mowing level of the lawn. Care shall be taken not to damage structures or trees with equipment.

10. Edging

- All turf areas shall be edged at sidewalks, curbs, hard surfaces, and formal beds. It is required that a power edger with a hard blade be used. Extreme caution should be used to prevent chipping of concrete structures by edging equipment.

11. Directions of Cut

- The District employee shall alter the mowing direction for each successive mowing where feasible. Areas where such alteration of mowing direction is not practicable may be exempt. Maintain a uniform lawn height free from scalping.

12. Proper Equipment Type and Maintenance

- Equipment shall be adequate for the completion of the work. The cutting edges of all mowing equipment used in the performance of work shall be kept in sharp condition. Grass bruising or rough cutting will not be accepted.

13. Walk the Site

- The District Employee will be responsible to walk the site prior to working, and know the site conditions.

14. Soil Testing

- Soil testing will be performed no less than every other year and a corrective action plan will be put in place to correct any deficiencies. This would include PH control and fertilizer requirements.

15. Pesticide Use

- An Integrated Pest Management (IPM) strategy will be used to control pests. This strategy integrates all available methods including cultural, physical, mechanical, chemical and biological controls to reduce and control insects, diseases, weeds, and cultural problems to an acceptable level in a cost-effective, environmentally rational manner.
- MSDS sheets for any pesticides used will be available if required. The District employee shall possess a current Washington State, Department of Agriculture (WSDA), Public Pesticide Applicator License and all other licenses and permits required for compliance with all WSDA regulations and statutes.

16. Turf Renovation

- All turf areas that contain irrigation and drainage shall be aerated at least once annually and include thatching, mechanical plugging and topdressing with sand or sand/compost mix. All improved turf areas shall receive treatment for Crane Fly and Moss in the early spring when necessary. Contact herbicide may be considered during the growing season to control broadleaf weeds in selected areas.

17. Turf Fertilization

- Improved turf areas will be fertilized with a well-balanced, slow release fertilizer as required to provide vigorous deep rooting and a healthy green appearance year-round. Fertilizer type and application rates, will be determined from soil test results.

18. Turf Lime Application

- Soil PH will be included in soil tests and adjusted as required to obtain best performance from applied fertilizers and for proper plant health.

19. Trees, Shrub and Ground Cover Areas

- Landscape bed areas shall be kept in weed, leaf, and debris free condition. All landscape beds shall be weeded by mechanical and/or chemical means. Pre-emergent may be used up to two times a year. The District encourages the use of industry recognized IPM practices.
- All ornamental plant material except trees shall be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. Major pruning shall be done at least every six months during the growing season. Shrubs shall be pruned to maintain desired shape, health and function as needed to provide a neat, trim appearance.
- Ground cover shall be trimmed at the edge of hard surfaces, (sidewalks and curbs), trails, and bed areas. Ground covers shall be trimmed to prevent encroachment in to shrubs, trees, utility vaults, irrigation valve boxes, and irrigation heads. Equipment used shall insure proper pruning techniques and that plant material will not be damaged.
- Once annually the District shall replenish mulch to maintain a depth of no less than two inches in all planting areas and tree wells. Keep mulch at least two inches away from the crown of plants and trees. Mulch shall be a medium bark or other, as directed by the Operations Manager.
- All shrubs and ground cover in landscape bed areas shall be fertilized twice a year with a slow release fertilizer as required by soil testing

20. Irrigation

- Monitor and investigate early signs of irrigation problems with every visit to a park.
- Check for areas that are drying out or overly wet.
- Repair irrigation head or line breaks when found or shut the zone off to avoid wasting water.
- Flush pipes out after line breaks in effected area.
- Irrigation times will be adjusted to daily fluctuations in weather using either local Evaporation Transfer (ET) rates or use of a controller based weather station.

- Irrigation repairs will be made in an industry best practices method.
- All irrigation lines will be blown out with air for the winter and then inspected and recharged and adjusted in the spring for coverage and function.

22. Restrooms and Shelters

- Restrooms will be checked and cleaned daily.
- Cleaning will consist of sanitizing all surfaces, sweeping, mopping, and stocking supplies when needed.
- Repairs and maintenance will be ongoing and performed when needed to keep the facilities safe, clean and visually appealing.

23. Playground/Skate Park Equipment

- Monthly inspections will be performed by a qualified District employee who has attended the National Playground Safety Institution Certified Playground Safety Inspector (CPSI) course.
- Repair any reported or found hazards or defects that would compromise safe usage.
- Maintain proper depth of material in all playground equipment fall zones by means of weekly raking.
- Add appropriate material to attain required depth when loose fill is inadequate.
- Repair any cracks or chips.
- Remove or paint over any graffiti.
- Pressure wash as needed.

24. Debris/General Appearance

- Leaves shall be removed from all maintained areas. Including turf, landscape beds, and hard surfaces.
- Undesirable vegetation in sidewalks, curbs, and other hard surfaces shall receive an approved herbicide application and be removed.
- All encroaching, neighboring vegetation, including brush, trees and shrubs, shall be kept trimmed from any roads, trails, walkways and maintained areas. Vegetation shall normally be trimmed at property boundaries, but also shall be trimmed to prevent the limitation of sightlines along trails and/or streets. A buffer area of four feet, along all trails maintained, will be kept to a height no greater than four inches where possible.

<u>Torguson Park</u>													
Proposed Level of Service For Improved Areas													
2016													
				frequency									
<u>Month</u>		<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Turf</u>													
Mowing		0	0	2	4	4	4	4	4	4	4	2	0
Edging		0	0	2	2	2	2	2	2	2	2	1	0
Trimming		0	1	2	4	4	4	4	4	4	2	1	0
Aeration				1		1			1		1		
Fertilization					1		1			1		1	
Weed Control			1		1		1		1		1		
Irrigation repairs		as needed											
Litter Pickup		as needed											
<u>Trees/Shrubs/Beds</u>													
Pruning				1			1				1		
Weed Control			1		1		1		1		1		
Leaf Pickup											2	2	2
Litter Pickup		as needed											
<u>Restrooms</u>													
Clean		daily when open, along with trash cans											
Trash Cans-as needed		2	2	4	4	4	4	4	4	4	4	4	2
<u>Path/Plaza/Skate Park</u>													
Litter Pickup-as needed		2	2	4	4	4	4	4	4	4	4	4	2
Trash Cans-as needed		2	2	4	4	4	4	4	4	4	4	4	2
Blow Down-as needed		2	2	4	4	4	4	4	4	4	4	4	2
Graffiti Removal		as needed											
<u>Playground</u>													
Inspection		1	1	1	1	1	1	1	1	1	1	1	1
Rake Fall Zone		2	2	3	4	4	4	4	4	4	4	4	2
<u>Infields</u>													
Graded/Conditioned				1							1		
Groomed		as needed, morning of games/practices											
Improved Landscape Areas with irrigation and drainage marked above.													
Improved Athletic Field Areas with irrigation and drainage are mowed twice a week.													
Unimproved Areas are serviced as needed.													

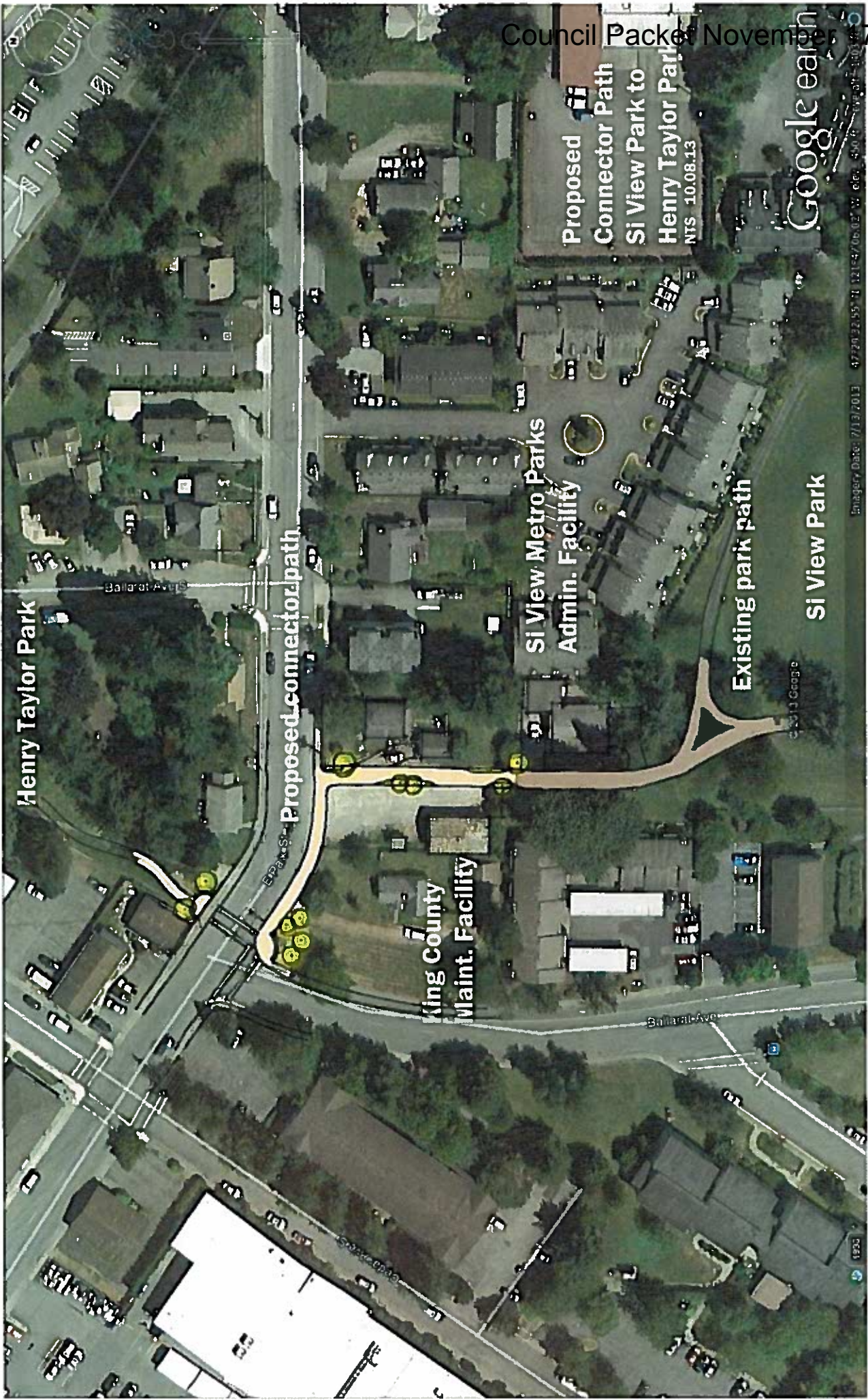


Exhibit D



City Council Agenda Bill

SUBJECT:		Agenda Date: November 17, 2015		AB15-123
A Resolution Authorizing Adoption of Proposed Amendments to the 2015 Comprehensive Plan Pertaining to the Economic Development Element Cost Impact: N/A Fund Source: N/A Timeline: Immediate		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		CED Senior Planner –		
		Finance – Dawn Masko		
		Public Works – Mark Rigos		
		CED Director – Gina Estep		X
Attachments: Resolution, Exhibit A - Economic Development Element, Exhibit B - Redline Version of Economic Development Element				
SUMMARY STATEMENT: Attached is the Planning Commission’s Recommendation for the Economic Development Element of the Comprehensive Plan updated as required per the Comprehensive Plan periodic update under RCW 36.70A. In an effort to create a user friendly Element, the revised Element has been significantly simplified with only four clear and specific Economic Development goals. Both the North Bend Economic Development Commission (EDC) and the Planning Commission collectively provided significant input on this Element. The Economic Development Commission reviewed the Element during the spring of 2015 and forwarded it to the Planning Commission in June 2015. The Planning Commission began their work in July by holding a public hearing on July 9, 2015 and continued their deliberations on August 27, 2015. The CED Council Committee reviewed the Planning Commission’s recommendation on September 9, 2015. Exhibit B attached to this agenda bill represents the Planning Commission’s recommendation (which includes the work done by the EDC), along with the redline text edits recommended by the CED Council Committee on September 9, 2015. Exhibit A is a clean version of the Element.				
COMMITTEE REVIEW AND RECOMMENDATION: The CED Committee reviewed the proposed amendments at their September 9, 2015 meeting and recommended approval, subject to redline edits depicted in Exhibit B, which have been incorporated into Exhibit A.				
RECOMMENDED ACTION: MOTION to approve AB15-123, a resolution authorizing adoption of proposed amendments to the 2015 Comprehensive Plan pertaining to the Economic Development Element.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
November 17, 2015				

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING ADOPTION OF PROPOSED AMENDMENTS TO THE ECONOMIC DEVELOPMENT ELEMENT OF THE NORTH BEND COMPREHENSIVE PLAN, FOR THE 2015 COMPREHENSIVE PLAN AMENDMENTS

WHEREAS, the City is required to prepare a Comprehensive Plan under the Growth Management Act (GMA) and required to implement the plan with development regulations which are consistent with the plan per RCW 36.70A.040; and

WHEREAS, the City is required to take action to review and, if needed, revise the Comprehensive Plan and development regulations to ensure the Plan and regulations comply with the GMA on a periodic basis per RCW 36.70A.130; and

WHEREAS, on April 15, 2014 the City Council directed staff and the Planning Commission to proceed with certain amendments to the 2015 Comprehensive Plan and public participation plan with passage of Resolution No. 1647; and

WHEREAS, the Planning Commission has implemented the scope of work as directed by Resolution No. 1647 and formulated amendments as necessary to ensure the Comprehensive Plan is in compliance with the current provision of the Growth Management Act and King County Countywide Planning Policies; and

WHEREAS, the Planning Commission provided review of the Economic Development Element at their July 9, 2015, and August 27, 2015 meetings; and

WHEREAS, the Planning Commission held a public hearing on the Economic Development Element on July 9, 2015, and recommended approval of the Element on August 27, 2015 meeting; and

WHEREAS, the proposed amendments were submitted to the Washington State Department of Commerce for review on July 2, 2015 and on August 5, 2015, with the Department of Commerce confirming they had no comments; and

WHEREAS, a SEPA Determination of Non-Significance will be issued for this element

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and all other amendments to the Comprehensive Plan prior to approval of the Ordinance adopting the 2015 Comprehensive Plan amendments;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Approval of Proposed Amendments: The City Council supports approval of the amendments to the North Bend Comprehensive Plan Economic Development Element hereto attached as Exhibit A.

Section 2. Authorization of Comprehensive Plan Amendments: The City Council hereby directs that the amendments described in Section 1 be included as part of a future ordinance in which all of the 2015 Comprehensive Plan amendments will be adopted collectively.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF NOVEMBER, 2015

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Effective:
Posted:

Susie Oppedal, City Clerk

EXHIBIT A

CHAPTER 6: ECONOMIC DEVELOPMENT ELEMENT

Contents

A. INTRODUCTION

B. ECONOMIC TRANSITION AND LOCAL ECONOMY

C. NORTH BEND BRAND, VISION AND ECONOMIC DEVELOPMENT

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D. COMMERCIAL, EMPLOYMENT AND INDUSTRIAL DISTRICTS

D.1 Downtown Commercial and Historic District

D.2 South Fork Interchange

D.3 East North Bend and Tanner Employment Opportunity Area

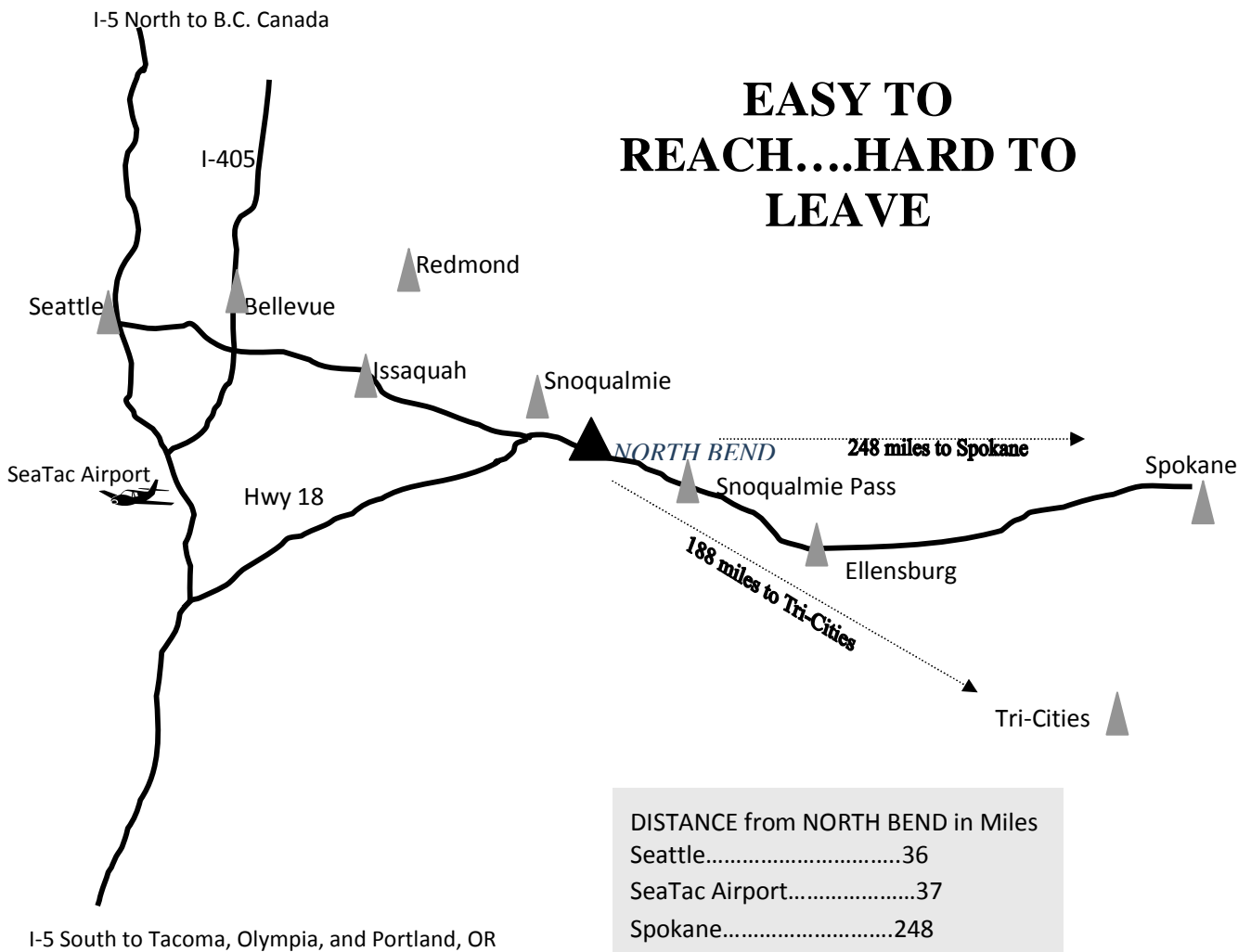
E. PROMOTING AND ACCOMODATING TOURISM

F. GOALS AND POLICIES

F.1 Economic Development Goals

F.2 Goals and Policies

CH 9:ECONOMIC DEVELOPMENT ELEMENT



DISTANCE from NORTH BEND in Miles

Seattle.....	36
SeaTac Airport.....	37
Spokane.....	248
Snoqualmie.....	4
Snoqualmie Pass.....	24
Bellevue.....	24
Issaquah.....	13
Redmond.....	28
Ellensburg.....	77
Tri-Cities.....	188
Portland, Oregon.....	183
Vancouver, BC Canada.....	163

NOTE: MAP NOT-TO-SCALE

2

A. INTRODUCTION AND PURPOSE

The Economic Development Element for the North Bend Comprehensive Plan is a required Element by the State of Washington through the GMA. Inclusion of this Element in the North Bend Comprehensive Plan ensures compliance with the State of Washington Growth Management Act (GMA) RCW 36.70A.070.

In 1996, the City Council established an Economic Development Commission (EDC) to coordinate and advise the City about development opportunities and economic growth strategies. Policies and efforts recommended by the EDC, and adopted by the City Council, have made significant improvements in North Bend and it's Downtown. An example of this is the public incentive programs that have been created for private investment in the Landmark Historic Commercial District.

Therefore, the purpose of the Economic Development Element is to establish the goals and policies decision-makers will utilize in order make important decisions regarding economic growth, vitality and quality of life for North Bend.

B. ECONOMIC TRANSITION AND LOCAL ECONOMY

In the distant past, the economy of North Bend was reliant upon its abundant natural resources of timber, where the harvested logs were converted into lumber by a variety of small, private mills. The harvested timber primarily was on its way to the large Weyerhaeuser Mill in Snoqualmie. Mill workers, woodsmen, foresters and a large compliment of mill staff, making a good wage, lived in North Bend and the outlying areas. This robust timber industry, which was at its highpoint in the 1950's and 1960's, has since slowed significantly and is now predominately limited to timber harvest and forest management in Eastern King County.

More recently, North Bend's natural resource based economy has transformed into a retail and outdoor recreation tourism oriented economy. Accessibility to Interstate 90, close proximity to the greater Puget Sound Region, livable neighborhoods, preeminent public schools and world class recreational options continue to bring people to recreate and live in North Bend.

In addition, because North Bend is strategically located at the western base of the Cascade Mountains on Interstate 90, it will remain a desirable location for regional and transcontinental overland freight heading into and out of the deep water Ports of Tacoma and Seattle. The City of North Bend is feeling the adverse impacts of this industry.

The economic center, which was once the Historic Town of North Bend, has grown to include the Premium Outlet shopping center and freeway oriented retail located at Exit 31 and 34 of Interstate 90.

C. NORTH BEND BRAND, VISION AND ECONOMIC DEVELOPMENT

The City of North Bend asserts that economic development will be achieved through the sustained, concerted actions of community organizations, policy makers, investors, businesses and citizens that promote and grow the standard of living and economic health of the City based on a common vision. The result of this effort will be business growth, job creation, business retention and recruitment, tourism development and generally increased economic opportunity for all.

In 2009, the City engaged citizen volunteers in a process to establish a branding and tagline to establish a tourism identity and serve as a guideline for city marketing decisions.

C.1 Brand Statement:

We are the small town that is creating the premiere outdoor adventure destination in the Puget Sound region.

C.2 Brand Tagline:

Easy to reach...Hard to leave.

D. COMMERCIAL, EMPLOYMENT AND INDUSTRIAL DISTRICTS

D.1 Downtown Commercial and Historic District

Downtown offers a desirable opportunity to live, work and recreate all within walking distance. Downtown North Bend will continue to be the community's heart and core as it progresses into a mature civic center and historic commercial center. Downtown and its compact style of development provide fantastic opportunities for residents and visitors to gather, interact and conduct commerce in a small town atmosphere.

The DC zone includes a mix of residential and commercial uses occupying many small, older homes in addition to the Commercial Historic District. Nineteen properties contribute to the Historic Commercial District located in the 2-plus-block central area of Downtown North Bend. Many businesses have performed renovations, and received incentives and grant monies for some of the improvements made to the building and/or local façade design. These incentives continue to be available as a way to encourage further revitalization.

In recent years, a number of residential structures have converted to commercial use; however a healthy mix of both uses currently exists within the Downtown zoning district.

D.2 South Fork Interchange

The South Fork Interchange area is located at Exit 31. The South Fork Interchange area is a key retail anchor for the City, with the presence of the North Bend Premium Outlet Mall and the freeway oriented services. It also functions as a vital gateway to Downtown North Bend via Bendigo Boulevard and the South Fork of the Snoqualmie River. Bendigo Boulevard is a Heritage

Corridor adopted in 1999. The Heritage Corridor Plan and the Downtown Master Plan together establish an attractive streetscape and “graduated gateway” concept for this corridor. These plans promote a visual and physical connection between the downtown commercial district, the river and businesses near the freeway. These enhancements to the area will help provide a transition from the highway scale of the interchange development to the pedestrian scale of downtown.

The employment and services in the area east of Bendigo Boulevard are focused on convenience food, retail, groceries, and automotive uses. The 100,000 square foot regional commercial shopping plaza located at this interchange provides services for the community, upper Snoqualmie Valley, and passing travelers on Interstate 90.

On the west side of Bendigo Boulevard lies the North Bend Premium Outlet Mall and the Nintendo 225,000 square foot warehouse and distribution facility. Nintendo employs approximately 360 full and part time employees. The Outlet Mall gross leasable area totals 223,383 square feet and, in 2014, employed approximately 142 full and 240 part-time employees.

Adjoining the current Nintendo site is approximately 110 acres of vacant, buildable land now zoned as Employment Park 1. Much of this land is located in the 100 year FEMA floodplain. Its location adjacent to Exit 31 and the downtown makes this area ideal for development of employment generating uses.

D.3 East North Bend and Tanner Employment Opportunity Area

The East North Bend and Tanner Interchange area is located southeast off I90 Exit 34 at the east end of the City.

This area of town currently contains a large truck stop and restaurant facilities as well as numerous services (gas stations, motel, etc.) that support this use. In addition, Genie Industries, an American company owned by Terex, who manufactures work lifts and platforms used in construction, maintenance, warehouse stocking, and equipment installation is also located in this area of town. Additional employment park style development opportunities are plentiful in this area due to the amount of vacant and underdeveloped parcels in the East North Bend Tanner Area.

The eastern portion of North Bend is enhanced by the Middle Fork Natural Area and its natural beauty and abundant recreational opportunities. The Middle Fork Natural Area is located along the Middle Fork of the Snoqualmie River and is easily accessed via North Bend at Exit 34. It contains primarily forested lands along the Middle Fork and its tributary streams, providing important habitat for terrestrial and aquatic wildlife. The Middle Fork Natural Areas offer a tremendous amount of outdoor recreational opportunities for the greater Puget Sound region and Washington State.

The City’s vision for this area is to grow the neighborhood scale commercial uses (i.e. retail, restaurant, hotel etc.), designed to serve nearby residents, and attract tourists and visitors of the Middle Fork and nearby natural recreation areas. To achieve this vision, the City plans to work with State and regional players to relocate the Truck Stop to a more appropriate location within King County.

E. PROMOTING AND ACCOMODATING TOURISM

The City of North Bend is situated in close proximity to hundreds of thousands of acres of publicly owned lands offering an immense amount of outdoor recreational opportunity for the entire Puget Sound region and Washington State. Mount Si Trail, Middle Fork Natural Area, Rattlesnake Lake/Ledge and Snoqualmie Falls, are four of the most visited recreational opportunities in the State and are all located within five miles of downtown North Bend. The potential of economic growth in tourism related businesses is tremendous. The City should develop a Tourism Growth Plan to ensure the City captures the economic opportunities these natural assets provide in the form of visitors.

F. GOALS AND POLICIES

The goals and policies of this Element reflect the work conducted by previous Economic Development Commissions during the city-sponsored Economic Summit, and the current Economic Development Commission, which spearheaded the Marketing and Branding effort. The North Bend Planning Commission provided extensive contributions through a very in-depth amendment process in 2015.

F.1 ECONOMIC DEVELOPMENT GOALS

Goal 1: Advance the revitalization of the downtown commercial area as the historic center and heart of the community.

Goal 2: Create public and private opportunities for economic development that encourage and enable redevelopment of underperforming commercial sites.

Goal 3: Support the development of commercial services and attractions that serve tourism and strengthen the North Bend Brand and Vision.

Goal 4: Encourage retention and recruitment of business and industry which provide living-wage employment.

F.2 GOALS AND POLICIES

ED - Goal 1: Advance the revitalization of the downtown commercial area as the historic center and heart of the community.

Policies:

ED - 1.1 Develop an architectural design plan for the downtown commercial core consistent with the City's Downtown Master Plan and Design Standards.

- ED – 1.2 Prepare a Downtown streetscape plan, which provides for community gathering spaces, connected sidewalks and trails, healthy and attractive landscaping and pedestrian amenities that promote human interaction and activity.
- ED – 1.3 Encourage a diverse mix of commercial and residential uses within the Downtown Core to strengthen pedestrian interaction and activity.
- ED – 1.4 Encourage multi-use projects that incorporate street level retail with office and residential above.
- ED - 1.5 Market the area's extensive natural amenities, public lands, and open spaces to develop strategies that encourage tourism and promote viability of the downtown to the tourist.
- ED - 1.6 Work with the existing power utilities to eliminate overhead power lines in the downtown commercial area.
- ED - 1.7 Encourage a bike friendly environment throughout the City to support a multi-model transportation network.
- ED – 1.8 Continue to encourage the revitalization of the Commercial Historic District through promotion of existing incentives including Special Evaluation Tax, Historic Rehabilitation Credits, Public Benefit Rating System, Façade Assistance Grants, special low-interest loans and historic preservation grant opportunities.

ED – Goal 2: Create public and private opportunities for economic development that encourage and enable redevelopment of underperforming commercial sites.

Policies:

- ED – 2.1 Seek private and/or public investments to address under-performing commercial sites.
- ED - 2.2 Continue to pursue innovative transit options with other organizations within the Snoqualmie Valley as a means to promote economic development and tourism.
- ED – 2.3 Encourage the downtown merchants, building owners, and other groups to pursue creative revitalization strategies and funding.

ED – Goal 3: Support the development of commercial services and attractions that serve tourism and strengthen the North Bend Brand.

Policies:

- ED - 3.1 Continue to strengthen the North Bend Brand and Brand Statement.

- ED- 3.2 Collaborate with tourism oriented groups such as the Snoqualmie Valley Chamber of Commerce, Meadowbrook Farm Preservation Association, Puget Sound Railway Association, Snoqualmie Valley Historical Museum, Washington Trails Association, the US Forest Service, Mountains to Sound Greenway, Snoqualmie Tribe, City of Snoqualmie and others as appropriate.
- ED – 3.3 Expand and develop a design plan and maintenance program for each of the City’s gateways that provides a strong welcoming feeling of arrival.
- ED – 3.4. Promote Mt. Si and the Snoqualmie River as a community economic asset which can be integrated into projects along the Snoqualmie River through architectural and landscape elements.
- ED – 3.5 Support the promotion of the City through special events such as local festivals.

ED - Goal 4: Encourage retention and recruitment of business and industry which provide living-wage employment.

Policies:

- ED – 4.1 Promote tourism related industry which will provide local employment within the Employment Parks and appropriate overlay zoning districts.
- ED – 4.2 Promote employment park development and industry within the EP1 and EP2 zoning districts which provide living wage jobs.
- ED – 4.3 Promote commercial development at I90 Exit 31 which provide services to local residents and attract visitors.
- ED – 4.4 Promote commercial development at I90 Exit 34 which will provide services to local residents, attract visitors, and provide tourism related services to recreational users.
- ED – 4.5 Promote growth of industrial, manufacturing, and tourism activities that provide jobs which pay livable wages.
- ED – 4.6 Create incentives in the zoning code for projects that produce a higher number of living wage jobs.

EXHIBIT B

**CHAPTER 6: ECONOMIC DEVELOPMENT
ELEMENT**

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D.3 East North Bend and Tanner Employment Opportunity Area

E. PROMOTING AND ACCOMODATING TOURISM

F. GOALS AND POLICIES

F.1 Economic development Goals

F.2 Goals and Policies

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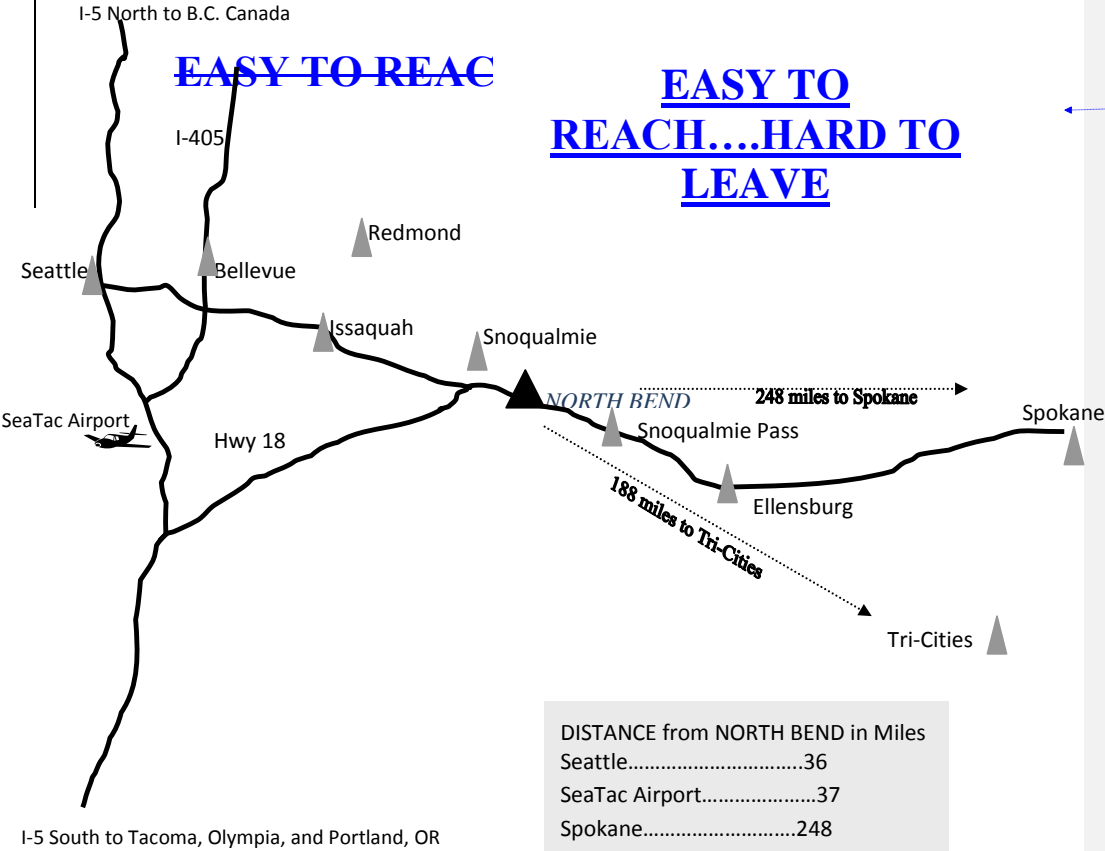
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CHAPTER 9:
ECONOMIC DEVELOPMENT ELEMENT



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DISTANCE from NORTH BEND in Miles	
Seattle.....	36
SeaTac Airport.....	37
Spokane.....	248
Snoqualmie.....	4
Snoqualmie Pass.....	24
Bellevue.....	24
Issaquah.....	13
Redmond.....	28
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Tri-Cities.....	188
Portland, Oregon.....	183
Vancouver, BC Canada.....	163

NOTE: MAP NOT-TO-SCALE

A. INTRODUCTION AND PURPOSE

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The Economic Development Element for the North Bend Comprehensive Plan is a required Element by the State of Washington through the GMA. Inclusion of this Element in the North Bend Comprehensive Plan ensures compliance with the State of Washington Growth Management Act (GMA) RCW 36.70A.070.

In 1996, the City Council established an Economic Development Commission (EDC) to coordinate and advise the City about development opportunities and economic growth strategies. Policies and efforts recommended by the EDC, and adopted by the City Council, have made significant improvements in North Bend and it's Downtown. An example of this is the public incentive programs that have been created for private investment in the Landmark Historic Commercial District.

~~A healthy economy plays a vital role in ensuring North Bend remains a vibrant, sustainable and full service community to live, work, invest and recreate in. Economic planning sets the stage for sustainable economic growth which will support the City in the years ahead. As the City manages growth, it must also maintain its quality of life, and grow its economy in such a way that provides prosperity throughout the community, while maintaining its small town character.~~

Therefore, the purpose of the Economic Development Element is to establish the goals and policies decision-makers will utilize in order make important decisions regarding economic growth, vitality and quality of life for North Bend.

B. ECONOMIC TRANSITION AND LOCAL ECONOMY

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In the distant past, the economy of North Bend was reliant upon its abundant natural resources of timber, where the harvested logs were converted into lumber by a variety of small, private mills. The harvested timber primarily was on its way to the large Weyerhaeuser Mill in Snoqualmie. Mill workers, woodsmen, foresters and a large compliment of mill staff, making a good wage, lived in North Bend and the outlying areas. This robust timber industry, which was at its highpoint in the 1950's and '60, has since slowed significantly and is now predominately limited to timber harvest and forest management in Eastern King County.

More recently, North Bend's natural resource based economy has transformed into a retail and outdoor recreation tourism oriented economy. Accessibility to Interstate 90, close proximity to the greater Puget Sound Region, livable neighborhoods, preeminent public schools and world class recreational options continue to bring people to recreate and live in North Bend.

In addition, because North Bend is strategically located at the western base of the Cascade Mountains on Interstate 90, it will remain a desirable location for regional and transcontinental overland freight heading into and out of the deep water Ports of Tacoma and Seattle. The City of North Bend is feeling the adverse impacts of this industry.

The economic center, which was once the Historic Town of North Bend, has grown to include the Premium Outlet shopping center and freeway oriented retail located at ~~e~~Exist 31 and 34 of Interstate 90.

C. NORTH BEND BRAND, VISION AND ECONOMIC DEVELOPMENT

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The City of North Bend asserts that economic development will be achieved through the sustained, concerted actions of community organizations, policy makers, investors, businesses and citizens that promote and grow the standard of living and economic health of the City based on a common vision. The result of this effort ~~will be~~ ~~is~~ business growth, job creation, business retention and recruitment, tourism development and generally increased economic opportunity for all.

In 2006, the City engaged citizen volunteers in a process to establish a branding and tagline to establish a tourism identity and serve as a guideline for city marketing decisions.

~~The City of North Bend believes economic development, based on a common vision, is a priority action. The City has led many efforts to unite the investment community and drive the common vision. Most recently, by leveraging the economic development work of the past, in 2006, the City conducted a grass roots marketing and branding effort. The intent of this effort was to identify and establish a “brand” and an identity that the City would strengthen with every economic decision.~~

~~This effort began with the formation of the “North Bend Marketing and Branding Team”, referred to herein as “The Team”. The Team consisted of extremely qualified volunteer citizens whose professional background was oriented to branding, marketing and finance ranging from small independent businesses to larger corporate organizations. The Team’s goal was to develop a Brand and Brand Statement that was so robust that all future decisions would be filtered through the brand. The brand statement would provide an actionable descriptor stating “who we are and what we stand for”. The brand statement would be used as a tool to help filter all decisions through. Every decision made should strengthen the brand NOT dilute the brand. After tremendous community outreach and a collaborative community wide brainstorming effort called the “Brown Paper Exercise” North Bend established the following Brand Statement and Brand Tagline:~~

C.1 Brand Statement:

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We are the small town that is creating the premiere outdoor adventure destination in the Puget Sound region.

C.2 Brand Tagline:

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Easy to reach...Hard to leave.

CONNECTING BRAND & VISION STATEMENT TO COMMUNITY AND GROWTH

To nobody's surprise the branding effort established very quickly that North Bend's greatest brand assets were its beautiful natural surroundings and its small town character. Access to these beautiful resources is almost immediate from North Bend. In fact, the presence and proximity of our natural surroundings is so strong that it plays a defining role in the character and feel of our small town community and the type of investment the City will attract.

As a result of the 10 year water moratorium the City did not see tremendous growth until post 2009. The moratorium presented economic challenges as a result of the lack of investment and growth within the City during that time. A positive outcome of the moratorium was the fact the City did not see the unconstrained growth that has impacted other communities. Looking to future, this presents an opportunity to ensure all future growth strengthens our small town character through high quality design standards and proactive strategic planning measures. The City and its Downtown is far from reaching full economic potential, but thanks to the above mentioned it has maintained its small town feel which the City can build on.

With the help the Brand and Vision Statement we can tie the established brand assets (natural setting and small town character) together and create a truly special town with a small town character and robust economy. This is an opportunity to create a town that truly represents a modern version of high quality American small town living — effectively a highly livable place.

Therefore, filtering every City decision, regulation, program, investment, infrastructural improvement, etc., through the Brand and Vision Statement is a City priority to ensure growth, progress and future decisions result in the North Bend envision by the Comprehensive Plan.

D. COMMERCIAL, EMPLOYMENT AND INDUSTRIAL DISTRICTS

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D.1 Downtown Commercial and Historic District

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(Insert map of zone)

Downtown offers a desirable opportunity to live, work and recreate all within walking distance. Downtown North Bend will continue to be the community's heart and core as it progresses into a mature civic center and historic commercial center. Downtown and its compact style of development provide fantastic opportunities for residents and visitors to gather, interact and conduct commerce in a small town atmosphere.

The DC zone includes a mix of residential and commercial uses occupying many small older homes in addition the Commercial Historic District. Nineteen properties contribute to the Historic Commercial District located in the 2-plus-block central area of Downtown North Bend. Many businesses have performed renovations, and received incentives and grant monies for some of the improvements made to the building and/or local façade design. These incentives continue to be available as a way to encourage further revitalization.

In recent years, a number of residential structures have converted to commercial use; however a healthy mix of both uses currently exists within the Downtown zoning district.

D.2 South Fork Interchange

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(Insert Map)

The South Fork Interchange area is located at Exit 31. The South Fork Interchange area is a key retail anchor for the City, with the presence of the North Bend Premium Outlet Mall and the freeway oriented services. It also functions as a vital gateway to Downtown North Bend via Bendigo Boulevard and the South Fork of the Snoqualmie River. Bendigo Boulevard is a Heritage Corridor adopted in 1999. The Heritage Corridor Plan and the Downtown Master Plan together establish an attractive streetscape and “graduated gateway” concept for this corridor. These plans promote a visual and physical connection between the downtown commercial district, the river and businesses near the freeway. These enhancements to the area will help provide a transition from the highway scale of the interchange development to the pedestrian scale of downtown.

The employment and services in the area east of Bendigo Boulevard ~~are~~ focused on convenience food, retail, groceries, and automotive uses. The 100,000 square foot regional commercial shopping plaza located at this interchange provides services for the community, upper Snoqualmie Valley, and ~~transient~~passing travelers of I90.

On the west side of Bendigo Boulevard lies the North Bend Premium Outlet Mall ~~and -as well as~~ the Nintendo 225,000 sq~~uare~~ foot warehouse and distribution facility, ~~-which Nintendo employs~~ approximately 360 full and part time employees. The Outlet Mall gross leasable area totals 223,383 square feet and, in 2014, employed approximately 142 full and 240 part-time employees.

Adjoining the current Nintendo site is approximately 110 acres of vacant, buildable land now zoned as Employment Park 1. Much of this land is located in the 100 year FEMA floodplain. Its location adjacent to Exit 31 and the downtown, makes this area ideal for development of employment generating uses.

D.3 The East North Bend and Tanner Employment Opportunity Area

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(Insert Map)

The East North Bend and Tanner Interchange area is located southeast off I90 Exit 34 at the east end of the City.

This area of town currently contains a large truck stop and restaurant facilities as well as numerous services (gas stations, motel, etc.) that support this use. In addition, Genie Industries, an American company owned by Terex, who manufactures work lifts and platforms used in construction, maintenance, warehouse stocking, and equipment installation is also located in this area of town. Additional employment park style development opportunities are plentiful in this area due to the amount of vacant and underdeveloped parcels in the East North Bend Tanner Area.

(Insert Map of Middle Fork Recreational Area)

The eastern portion of North Bend is enhanced by the Middle Fork Natural Area and its natural beauty and abundant recreational opportunities. The Middle Fork Natural Area is located along the Middle Fork of the Snoqualmie River and is easily accessed via North Bend at Exit 34. It contains primarily forested lands along the Middle Fork and its tributary streams, providing important habitat for terrestrial and aquatic wildlife. The Middle Fork Natural Areas offers a tremendous amount of outdoor recreational opportunities for the greater Puget Sound region and Washington State.

The City's vision for this is to grow the neighborhood scale commercial uses (i.e. retail, restaurant, hotel etc.), designed to serve nearby residents, and attract tourists and visitors of the Middle Fork and nearby natural recreation areas. To achieve this vision, the City plans to work with State and regional players to relocate the Truck Stop to a more appropriate location within King County.

E. PROMOTING AND ACCOMODATING TOURISM

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The City of North Bend is situated in close proximity to hundreds of thousands of acres of publicly owned lands offering a tremendous amount of outdoor recreational opportunity for the entire Puget Sound region and Washington State. Mount Si Trail, Middle Fork Natural Area, Rattlesnake Lake/Ledge and Snoqualmie Falls, are four of the most visited recreational opportunities in the State and are all located within five miles of downtown North Bend. The potential of economic growth in tourism related businesses is tremendous. The City should develop a Tourism Growth Plan to ensure the City captures the economic opportunities these natural assets provide in the form of visitors.

F. GOALS AND POLICIES

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The goals and policies of this Element reflect the work conducted by previous Economic Development Commissions during the city-sponsored Economic Summit, and the current Economic Development Commission, which spearheaded the Marketing and Branding effort. The North Bend Planning Commission provided extensive contributions through a very in-depth amendment process in 2015.

F.1 ECONOMIC DEVELOPMENT GOALS

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Goal 1: Advance the revitalization of the downtown commercial area as the ~~evic and~~ historic center and heart of the community.

~~Goal 2: Reinforce the North Bend Brand and Vision Statement by strengthening and expanding the marketing effort to ensure all City decisions support and build upon the Brand and Vision Statement.~~

Comment [JB1]: Repeated in Goal 1 and 4 (now Goal 3)

Goal 23: Create public and private opportunities for economic development that encourages and enables redevelopment of underperforming commercial sites, ~~with a priority focus on the Downtown Core.~~

Goal 34: Support the development of commercial services and attractions that serves tourism and strengthens the North Bend Brand and Vision.

Goal 45: Encourage retention and recruitment of business and industry which provide living-wage employment. ~~living wage employment generating business and industry which are aligned with North Bend's Brand and Vision.~~

F.2 GOALS AND POLICIES

ED - Goal 1: Advance the revitalization of the downtown commercial area as ~~the~~ civic and historic center and heart of the community.

Policies:

ED - 1.1 Develop an architectural design plan for the downtown commercial core consistent with the City's Downtown Master Plan and Design Standards.

ED - 1.2 Prepare a Downtown streetscape plan, which provides that builds upon the Downtown Plaza concept, providing for community gathering spaces, connected sidewalks and trails, healthy and attractive landscaping and pedestrian amenities that promote human interaction and activity.

ED - 1.3 Encourage a diverse mix of commercial and residential uses within the Downtown Core to strengthen pedestrian interaction and activity.

ED - 1.4 Encourage multi-use projects that incorporate street level retail with office and residential above.

ED - 1.5 Market the area's extensive natural amenities, public lands, and open spaces to develop strategies that encourage tourism and promote viability of the downtown to the tourist.

ED - 1.6 Work with the existing power utilities to eliminate overhead power lines in the downtown commercial area.

ED - 1.7 ~~Encourage~~establish a bike friendly environment throughout the City ~~allowing for~~at support multi-modal transportation network.

ED - 1.8 Continue to encourage the revitalization of the Commercial Historic District through promotion of existing incentives including Special Evaluation Tax, Historic Rehabilitation Credits, Public Benefit Rating System, Façade Assistance Grants, special low-interest loans and historic preservation grant opportunities.

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Comment [JB2]: The civic downtown may not happen they said, so they don't want to be that specific here

~~ED – Goal 2: Reinforce the North Bend Brand and Vision Statement by strengthening and expanding the marketing effort to ensure all City decisions support and build upon the Brand and Vision Statement.~~

Comment [JB3]: Already stated

Policies:

~~ED 2.1 – Engage the Brand and Vision Statement with every City decision, regulation, program, investment, infrastructural improvement, etc., by filtering said efforts through the North Bend Brand and Vision Statement to ensure growth, progress and future decision results in the North Bend we envision.~~

ED – Goal 23: Create public and private opportunities for economic development that encourages and enables redevelopment of underperforming commercial sites, with a priority focus on the Downtown Core.

Policies:

~~ED – 3.1 – Develop a publicly approved new Civic Center with offices on the second floor and ground floor performing arts center, retail and/or restaurant uses.~~

Comment [JB4]: Too specific. OK to encourage mixed use buildings which is supported in land use element and through zoning.

~~ED – 3.2 – Construct the Downtown Plaza at North Bend Way and Main Avenue, and plan to expand the plaza on North Bend Way to the east and west from Ballarat to Bendigo.~~

ED – 23.13 Seek private and/or public investments to address under-performing commercial sites areas, to match and exceed public investment within the downtown area.

ED – 23.24 Continue to pursue innovative transit options with other organizations within the Snoqualmie Valley as a means to promote economic development and tourism.

ED – 23.35 Encourage the downtown merchants, building owners, and other groups to pursue creative revitalization strategies and funding.

ED – Goal 34: Support the development of commercial services and attractions that serves tourism and strengthens the North Bend Brand.

Policies:

ED – 34.1 Continue to strengthen the North Bend Brand and Brand Statement, as established by the North Bend Marketing Team.

ED- 34.2 Collaborate with tourism oriented groups such as the Snoqualmie Valley Chamber of Commerce, Mountains to Sound Greenway, Meadowbrook Farm Preservation Association, Puget Sound Railway Association, Snoqualmie Valley Historical Museum, Washington Trails Association, the US Forest Service, Mountains to Sound Greenway, Snoqualmie Tribe, City of Snoqualmie and others as appropriate.

- | ED – ~~34.3~~ Expand and develop a design plan and maintenance program for each of the City’s gateways that provides a strong welcoming feeling of arrival.
- | ED – ~~3.44.7~~ Promote Mt. Si and the Snoqualmie River as a community economic asset which can be integrated into projects along the Snoqualmie River through architectural and landscape elements.
- | ED – ~~3.54.8~~ Support the promotion of the City through special events such as local festivals.

ED - Goal ~~45~~: ~~Encourage retention and recruitment of business and industry which provide living-wage employment. Encourage retention and recruitment of living-wage employment generating business and industry which are aligned with the North Bend Brand and Vision Statement.~~

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Policies:

- | ED – ~~45.1~~ Promote tourism related industry which will ~~providing~~ local employment within the Employment Parks and appropriate overlay zoning districts.
- | ED – ~~45.2~~ Promote employment park development and industry within the EP1 and EP2 zoning districts which provide living wage jobs.
~~while strengthening the City’s Brand and Vision Statement.~~
- | ED – ~~45.3~~ Promote commercial development at I90 Exit 31 which provide services to local residents and attract visitors ~~capture transient users~~.
- | ED – ~~45.4~~ Promote commercial development at I90 Exit 34 which will provide services to local residents, ~~capture transient users~~ attract visitors, and ~~most importantly~~ provides tourism related services to recreational users.
- | ED – ~~45.5~~ Promote growth of industrial, manufacturing, and tourism activities that provide jobs which pay livable wages.
- | ~~ED – 5.6 – Promote development that minimizes impervious surfaces, retains or creates buffers and links to the City greenways and trails, and provides site amenities or policies that encourage alternate transportation modes.~~
- | ~~ED – 5.7 – Encourage companies and organizations that support and complement the North Bend Brand and Vision Statement.~~
- | ED – ~~4.65.8~~ Create incentives in the zoning code for projects that produce a higher number ~~of~~ living wage jobs.

Comment [JB5]: Addressed elsewhere

Comment [JB6]: Addressed already

~~ED 5.9 — Enable diverse housing opportunities ensuring affordability to meet the needs of employers and their workforce.~~

Comment [JB7]: Addressed in housing